

# CHANGE REQUEST COVER SHEET

**Change Request Number:** 09-28

**Date Received:** 12/24/2008

**Title:** Real Property Guidance

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**Name:** Susan Freericks

**Phone:** 202-267-8374

**Policy OR Guidance:** Guidance

**Section/Text Location Affected:** 1.3.1, 1.3.2, 1.3.10, 2.2.2, 2.2.9, 2.4.1, 2.4.9, 2.6.1, and 2.6.22

**Summary of Change:** Edited Template Formats in real property guidance.

**Reason for Change:** These updates are helpful for the Real Estate Contracting Officer.

**Development, Review, and/or Concurrence:** ALO-200, AGC-520 and Logistics Service Area

**Target Audience:** RECOs in Logistics Service Area

**Potential Links within FAST for the Change:** N/A

**Briefing Planned:** No

**ASAG Responsibilities:** None

**Potential Links within FAST for the Change:** N/A

**Links for New/Modified Forms (or) Documents (LINK 1)** [null](#)

**Links for New/Modified Forms (or) Documents (LINK 2)** [null](#)

**Links for New/Modified Forms (or) Documents (LINK 3)** [null](#)

## SECTIONS EDITED:

Real Estate Guidance :

**Section 2.2.9 : Documentation to the Lease File** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 1.3.1 : Land On an Airport** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.2.2 : Requirements and Planning** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.4.9 : Appendix I: Accessibility** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.4.1 : Appendix A: Administrative Space Guidance** [\[Old Content\]](#)[\[New Content\]](#)  
[\[RedLine Content\]](#)

Real Estate Guidance :

**Section 1.3.10 : Cancellation Agreement** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.6.22 : Cancellation Agreement** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 2.6.1 : Antenna and Rack Space Template** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

Real Estate Guidance :

**Section 1.3.2 : Land Off an Airport** [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

## SECTIONS EDITED:

### **Section 2.2.9 : Documentation to the Lease File**

**Old Content:** Real Estate Guidance :

#### **Section 2.2.9 : Documentation to the Lease File**

Sufficient documentation must be developed to explain and justify the lease acquisition actions taken. RECOs must use the [Space Lease Checklist](#) with [matrix](#) and Outgrant and Condemnation checklists. The checklist is to be used to ensure consistency of documentation and for consistency of how documentation within the lease file is arranged. This checklist is to be implemented for use by all regions beginning September 30, 2006, for all new and renewal leases and for all extensions of leases with a Supplemental Lease Agreement. The checklist must be filled in completely, i.e. check if it is required or not required or in the file. Note that if an item in the checklist is listed as required under the narrative however it is not applicable for this particular acquisition, the RECO must place a N/A and a note in the file stating why it is not applicable for this acquisition.

Copies of each expired lease should be filed sequentially at the bottom of section 1 in the lease acquisition file. “Boiler plate” clauses and attachments, though possibly large should be included because what is considered “standard” at one time may differ from present policy/guidance.

**New Content:** Real Estate Guidance :

#### **Section 2.2.9 : Documentation to the Lease File**

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**Red Line Content: Real Estate Guidance :**  
**Section 2.2.9 : Documentation to the Lease File**

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**Section 1.3.1 : Land On an Airport**

**Old Content: Real Estate Guidance :**  
**Section 1.3.1 : Land On an Airport**

**U . S . DEPARTMENT OF TRANSPORTATION**  
**FEDERAL AVIATION ADMINISTRATION**

# LAND LEASE ON AIRPORT

**Lease No:** DTFA\_\_ - \_\_ - L -\_\_ -\_\_ -\_\_ -\_\_

(a) (b) (c)

[a=local designator, b=fiscal year, c= five digit lease #]

**Geographical Location:** (Physical location - City, State, ZIP)

THIS LEASE is hereby entered into by (\_full name of lessor) whose address is (insert complete address) hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

## **1. PREMISES (AUG-02):**

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

INSERT LEGAL DESCRIPTION OF THE PROPERTY; INCLUDE THE LEGAL DESCRIPTION OF THE CLEAR ZONES AND EASEMENTS. INCLUDE THE QUANTATIVE TOTAL ACREAGE AND BREAKOUT OF THE ACREAGE AS FOLLOWS: 1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.

A. Together with a right-of-way for ingress to and egress from the premises; (For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may

constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

## **2. TERM (AUG-02):**

To have and to hold, for the term commencing on \_\_\_\_\_ and continuing through \_\_\_\_\_ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

## **3. RENEWAL OPTIONS (JUL-07):**

The lease may, at the option of the Government, be extended beyond \_\_\_\_\_ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond \_\_\_\_\_. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

## **4. DAY-TO-DAY LEASE EXTENSION (AUG-02):**

The Government may continue to occupy the premises for not to exceed \_\_\_\_\_ days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the \_\_\_\_\_ day period expires: (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

## **5. CONSIDERATION (COST) (AUG-02):**

The Government shall pay the lessor rental for the premises in the amount of \$\_\_\_\_\_ per \_\_\_\_\_ during the leased

period. Payments shall be made in arrears at the end of each \_\_\_\_\_ without the submission of invoices or vouchers. The payments shall be made to: (Lessor's full name) and sent to: (Lessor's full address) or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

**6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):**

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) *Contractor's EFT information.* The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be

responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) *EFT and Change of Name or Ownership Changes.* If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of the clause, "Central Contractor Registration - Real Property".

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by



registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

**7A.CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06)**

Note:Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause;

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number; Data Universal Numbering System (DUNS) Number - Real Property; the offeror's DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company\* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

\* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

b) Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation

to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the

internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**7B. CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)**

(a) Definitions. As used in this clause "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

**7C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)**

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) \_\_\_\_\_/\_\_\_\_\_

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Signature of  
Offeror

/Date

**7D. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)** Delete if  
you utilize CCR clauses 7A, 7B & 7C above.

(a) The Central Contractor Registration system is the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

**7. CONSIDERATION (NO COST) (AUG-02):** The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

**8. CANCELLATION (AUG-02):** The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least \_\_\_\_\_ days before the effective termination date.

**9. INTERFERENCE WITH GOVERNMENT OPERATIONS (OCT-96):**

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed

by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

**10. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (OCT-96) :**

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocation;s, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

**11. QUIET ENJOYMENT (OCT-96) :**

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government;s use and enjoyment of said premises against third party claims.

**12. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96) :**

The FAA agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other

writings, as shall be deemed necessary to document the change in ownership.

**13. NOTIFICATION OF CHANGE OF LAND TITLE (AUG-02):**

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall immediately notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

**14. NOTICES (OCT-96):**

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

**TO LESSOR:**

Insert full name and address of party authorized to receive notices/correspondence

**TO GOVERNMENT:**

Insert full name and address of the FAA contracting branch:

**15a. CONTRACT DISPUTES (Nov. 03)**

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W.,  
Room 323,



Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Dispute clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**15b. PROTEST (Nov. 03)**

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W.,  
Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**16. ANTI-KICKBACK (OCT-96):**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

**17. COVENANT AGAINST CONTINGENT FEES (AUG-02):**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

**18. OFFICIALS NOT TO BENEFIT (OCT-96):**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

**19. NON-RESTORATION (OCT-96):**

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**20. HAZARDOUS SUBSTANCE CONTAMINATION (MAY-00):**

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the (type of facility) facility. The Lessor agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the (type of facility) facility.

**21. EXAMINATION OF RECORDS (AUG-02):**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**22. LEASE SUCCESSION (AUG-02):**

This Lease supersedes lease No. DTFA\_\_-\_\_-L-\_\_\_\_\_ and all other previous agreements between the parties for the leased property described in this document.

**23. SIGNATURE BLOCK (AUG-02):**

IN WITNESS WHEREOF, the parties hereto have signed their names:

**LESSOR:**

\_\_\_\_\_ Date:\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Official Title)

**UNITED STATES OF AMERICA:**

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\_\_\_\_\_ Date:\_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Official Title)

**New Content: Real Estate Guidance :**  
**Section 1.3.1 : Land On an Airport**

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**LAND LEASE ON AIRPORT**

Lease No: DTFA\_\_ - \_\_ - L - \_ \_ \_ \_ \_

(a) (b) (c)

[a=local designator, b=fiscal year, c= five digit lease #]

Geographical Location: (Physical location - City, State, ZIP)

THIS LEASE is hereby entered into by (\_full name of lessor) whose address is (insert complete address) hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

**1. PREMISES (AUG-02):**

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

**INSERT LEGAL DESCRIPTION OF THE PROPERTY; INCLUDE THE LEGAL DESCRIPTION OF THE CLEAR ZONES AND EASEMENTS. INCLUDE THE QUANTATIVE TOTAL ACREAGE AND BREAKOUT OF THE ACREAGE AS FOLLOWS:**

**1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.**

A. Together with a right-of-way for ingress to and egress from the premises; (For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or

upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on \_\_\_\_\_ and continuing through \_\_\_\_\_ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. RENEWAL OPTIONS (JUL-07):

The lease may, at the option of the Government, be extended beyond \_\_\_\_\_ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond \_\_\_\_\_. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. DAY-TO-DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for not to exceed \_\_\_\_\_ days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the \_\_\_\_\_ day period expires; (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

5. CONSIDERATION (COST) (AUG-02):

The Government shall pay the lessor rental for the premises in the amount of \$\_\_\_\_\_ per \_\_\_\_\_ during the leased period. Payments shall be made in arrears at the end of each \_\_\_\_\_ without the submission of invoices or vouchers. The payments shall be made to: (Lessor's full name) and sent to: (Lessor's full address) or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;
  - a. Accept payment by check or
  - b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.
  - (b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".
  - (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
  - (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
  - (e) Liability for incomplete or erroneous transfers.
    - (1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,
      - (i) Making a correct payment;
      - (ii) Paying any late payment penalty due; and
      - (iii) Recovering any erroneously directed funds.
    - (2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,
      - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
      - (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".
  - (f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of the clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

#### 7A.CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06)

Note:Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause:"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government. "Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern."Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property, the offeror's DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company\* legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

\* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating



information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

b) Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**7B.CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)**

(a) Definitions. As used in this clause: "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause);"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 numbers below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database. DUNS OR DUNS+4 NUMBERS:

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(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

**7C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)**

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) \_\_\_\_\_/\_\_\_\_\_  
Signature of Offeror /Date

**7D. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses 7A, 7B & 7C above.**

(a) The Central Contractor Registration system is the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect

information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

8. CONSIDERATION (NO COST) (AUG-02): The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

9. CANCELLATION (AUG-02): The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least \_\_\_\_\_ days before the effective termination date.

10. INTERFERENCE WITH GOVERNMENT OPERATIONS (OCT-96):

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

11. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (OCT-96):

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocation's, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

12. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

13. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The FAA agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination. In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of

the lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

14. NOTIFICATION OF CHANGE OF LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall immediately notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

15. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR:

Insert full name and address of party authorized to receive notices/correspondence

TO GOVERNMENT:

Insert full name and address of the FAA contracting branch:

15a. CONTRACT DISPUTES (Nov. 03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,

800 Independence Ave, S.W.,

Room 323,

Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Dispute clause is incorporated by reference. Upon request the full text will be provided by the RECO.

15b. PROTEST (Nov. 03)

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(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W.,  
Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

#### 16. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

#### 17. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

#### 18. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to

this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

19. NON-RESTORATION (OCT-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

20. HAZARDOUS SUBSTANCE CONTAMINATION (MAY-00):

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the (type of facility) facility. The Lessor agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the (type of facility) facility.

21. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

22. LEASE SUCCESSION (AUG-02):

This Lease supersedes lease no. DTFA\_\_-\_\_-L-\_\_\_\_\_ and all other previous agreements between the parties for the leased property described in this document.

23. SIGNATURE BLOCK (AUG-02):

IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR:

\_\_\_\_\_  
(Signature) \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

UNITED STATES OF AMERICA:

\_\_\_\_\_  
(Signature) \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

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**Red Line Content: Real Estate Guidance :**  
**Section 1.3.1 : Land On an Airport**

**U.S. DEPARTMENT OF TRANSPORTATION-~~FEDERAL~~**  
**FEDERAL AVIATION ADMINISTRATION-**

**LAND LEASE ON AIRPORT**

**&nbsp;#160;**

Lease No: DTFA\_\_ - \_\_ - L - \_ \_ \_ \_ \_

(a) (b) (c)

[a=local designator, b=fiscal year, c= five digit lease #]-~~Geographical~~

**Geographical** Location: (Physical location - City, State, ZIP)

THIS LEASE is hereby entered into by (\_full name of lessor) whose address is (insert complete address) hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the ~~Lessor's~~**Lessor's** administrators, successors, and assigns.~~WITNESSETH~~  
**WITNESSETH**: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

**1. PREMISES (AUG-02):-~~The~~**

**The** Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises,~~viz: INSERT~~

**INSERT** LEGAL DESCRIPTION OF THE PROPERTY; INCLUDE THE LEGAL DESCRIPTION OF THE CLEAR ZONES AND EASEMENTS. INCLUDE THE QUANTATIVE TOTAL ACREAGE AND BREAKOUT OF THE ACREAGE AS FOLLOWS:  
1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.~~A~~

**A**. Together with a right-of-way for ingress to and egress from the premises; (For Government Employees, their Agents and Assigns)-~~a~~ right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

**B**

**B**. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.~~C~~

**C**. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

**2. TERM (AUG-02):-~~To~~**

**To** have and to hold, for the term commencing on \_\_\_\_\_ and continuing though

\_\_\_\_\_ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

### 3. RENEWAL OPTIONS (JUL-07):~~The~~

The lease may, at the option of the Government, be extended beyond \_\_\_\_\_ at the rental rate established in Clause-~~5~~ herein and upon the terms and conditions herein specified and no extension shall extend beyond \_\_\_\_\_.&nbsp;~~#160~~; The Government shall notify the lessor no later than ninety (90) days before the ~~expriation~~expiration of the lease term, of its intent to exercise the ~~option(s)~~ or of its intent to vacate ~~the~~ premises at the end of the lease term.&nbsp;~~#160~~; Any extension exercised by the ~~Government~~ pursuant to this clause shall be subject to the ~~availability~~availability of adequate appropriations from year to year for the payment of rentals.-

### 4. DAY-TO-DAY LEASE EXTENSION (AUG-02):~~The~~

The Government may continue to occupy the premises for not to exceed \_\_\_\_\_ days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the \_\_\_\_\_ day period expires: (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

### 5. CONSIDERATION (COST) (AUG-02):~~The~~

The Government shall pay the lessor rental for the premises in the amount of \$\_\_\_\_\_ per \_\_\_\_\_ during the leased period. Payments shall be made in arrears at the end of each \_\_\_\_\_ without the submission of invoices or vouchers. The payments shall be made to: (Lessor's full name) and sent to: (Lessor's full address) or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

### 6. PAYMENT BY ELECTRONIC FUND TRANSFER-(OCT-06):

#### (a) Method of payment.~~1~~

1.&nbsp;~~#160~~; All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph-(a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.-

2.&nbsp;~~#160~~; In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to ~~either;~~ a.either&nbsp;~~#191~~;

a. Accept payment by check or ~~b~~

b.- Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph-(d) of this clause).-



3. ~~160~~; In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. ~~160~~; ~~160~~; A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change. –

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, – "Central Contractor Registration - Real Property"). ~~160~~; If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information – Non-CCR". ~~160~~;

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the ~~Fedwire~~ **Fed wire** Transfer System. The rules governing Federal payments through the ACH are contained in 31- CFR Part- 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30- days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph- (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate

recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph-(d) "Suspension of Payment" clause. (h) EFT and Change of Name or Ownership Changes.&nbsp;~~#160~~; If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of the clause, "Central Contractor Registration- Real Property". (i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent. (j) Payment information. The accounting-office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system.&nbsp;~~#160~~; This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>.&nbsp;~~#160~~; If the Government makes payment by check in accordance with paragraph-(a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7A.CENTRAL CONTRACTOR REGISTRATION - REAL-PROPERTY.&nbsp;~~#160~~;  
&nbsp;~~#160~~;(OCT-06) Note:Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION- NON-CCR (OCT-06)-The  
The FAA uses the Central Contractor Registration (CCR)-system-as the primary means to maintain Contractor information required for payment under any FAA contract.&nbsp;~~#160~~;

(a) Definitions. As used in this ~~clause;~~ clause: "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.- "Contractor"-is synonymous with "Lessor"-for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.-"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1)&nbsp;~~#160~~;&nbsp;~~#160~~; A prospective ~~awardee~~awardees will be registered in the CCR database prior to award, during performance, and through final payment.

(2)&nbsp;~~#160~~; The offeror will enter, in the space provided on the clause, Contractor Identification Number;Data Number Data Universal Numbering System (DUNS) Number - Real Property;Property; the offerors DUNS or DUNS+4 number that identifies the ~~offeror~~offeror's

name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company\* legal business.

(ii) ~~Trade style~~ **Trade style**, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

\* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually ~~&nbsp;#160;~~ **#160;** a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) ~~&nbsp;#160;~~ **#160;** Changes—

(1) Name or Ownership Changes—

(i) If a Contractor has legally changed its business name, "doing business as" name, or division

name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one-business day's written notification of its intention to:-a

a) Change the name in the CCR database;-b

b)&nbsp;#160; Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

—(ii)&nbsp;#160; The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

—(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR- or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification.&nbsp;#160;&nbsp;#160; Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR.&nbsp;#160; As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver.&nbsp;#160; If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the-"Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer.&nbsp;#160; An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause.&nbsp;#160; Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer- - Real Property". (i)&nbsp;#160; Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## 7B.CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a)&nbsp;#160;&nbsp;#160;&nbsp;#160;&nbsp;#160; Definitions. As used in this clause: "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause);"Data

(b) CONTRACTOR IDENTIFICATION; Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 NUMBER NUMBERS below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database. DUNS OR DUNS+4 NUMBER NUMBERS: \_\_\_\_\_

## 7C.- CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(b) #160; #160; / Signature

**7D.- CONTRACTOR PAYMENT INFORMATION--** NON-CCR (OCT-06) Delete if you utilize CCR clauses 7A, 7B & 7C above.

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(b) ~~and~~ ~~160~~; ~~160~~; ~~160~~; The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. ~~160~~; Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property". ~~7~~

8.- CONSIDERATION (NO COST) (AUG-02): The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased. ~~8~~

9.- CANCELLATION (AUG-02): The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least \_\_\_\_\_ days before the effective termination date. ~~9~~

10. INTERFERENCE WITH GOVERNMENT OPERATIONS (OCT-96): ~~The~~ The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing. ~~10~~

11.- FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (OCT-96): ~~The~~ The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such ~~relocation~~ relocation's, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government. ~~11~~

12.- QUIET ENJOYMENT (OCT-96): ~~The~~ The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the ~~Government's~~ Government's use and enjoyment of said premises against third party claims. ~~12~~

13.- SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96): ~~The~~ The FAA agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination. ~~13~~



**In** the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.~~+3~~

**14.** **NOTIFICATION OF CHANGE OF LAND TITLE (AUG-02):**~~**If:**~~

**If** the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall immediately notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.~~+4~~

**15.** **NOTICES (OCT-96):**~~**All**~~

**All** notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:~~**TO**~~

**TO** LESSOR:~~**Insert**~~

**Insert** full name and address of party authorized to receive notices/correspondence~~**TO**~~

**TO** GOVERNMENT:~~**Insert**~~

**Insert** full name and address of the FAA contracting branch:~~**+5a**~~

**15a.** **CONTRACT DISPUTES (Nov. 03)**

(a)~~&nbsp;~~~~**#160:**~~ All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

~~—(1) Office of Dispute Resolution for Acquisition, AGC-70, —~~~~**Federal**~~

~~**Federal**~~ Aviation Administration,~~—~~

~~**800**~~ ~~**800**~~ Independence Ave, S.W.,~~—~~

~~**Room**~~ ~~**Room**~~ 323,~~—~~ Washington

~~**Washington**~~, DC 20591,~~—~~ Telephone

~~**Telephone:**~~ (202) 267-3290,~~—~~ Facsimile

~~**Facsimile:**~~ (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the

date it is received by the ODR. ~~The~~

~~The~~ full text of the Contract Dispute clause is incorporated by reference. Upon request the full text will be provided by the RECO. ~~15b~~

**15b.** PROTEST (Nov. 03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70, ~~Federal~~

~~Federal~~ Aviation Administration, ~~800~~

~~800~~ Independence Ave, S.W., ~~Room~~

~~Room~~ ~~Room~~ 323, ~~Washington~~

~~Washington~~, DC 20591, ~~Telephone~~

~~Telephone~~: (202) 267-3290, ~~Facsimile~~

~~Facsimile~~: (202) 267-3720

(2) At the same time as filing the protest with the ODR, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODR and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing. ~~The~~

~~The~~ full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**16. ANTI-KICKBACK (OCT-96):** ~~The~~

~~The~~ Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

**17. COVENANT AGAINST CONTINGENT FEES (AUG-02):** ~~The~~

~~The~~ Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.



18.-OFFICIALS NOT TO BENEFIT (OCT-96):~~No~~

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

19. NON-RESTORATION (OCT-96):~~It~~

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

20. HAZARDOUS SUBSTANCE CONTAMINATION (MAY-00):~~The~~

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the (type of facility) facility. The Lessor agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the (type of facility) facility.

21.-EXAMINATION OF RECORDS (AUG-02):~~The~~

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the ~~Lessor's~~ Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

22. LEASE SUCCESSION (AUG-02):~~This~~

This Lease supersedes lease ~~None~~. DTFA\_\_-\_\_-L-\_\_\_\_\_ and all other previous agreements between the parties for the leased property described in this document.

23.-SIGNATURE BLOCK (AUG-02):

IN WITNESS WHEREOF, the parties hereto have signed their names:~~LESSOR~~  
LESSOR:

\_\_\_\_\_  
(Signature) Date:\_\_\_\_\_

\_\_\_\_\_  
(Official Title)---

UNITED STATES OF AMERICA:

\_\_\_\_\_  
Date:\_\_\_\_\_

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(Signature)

(Official ~~Title~~Tile)—

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### **Section 2.2.2 : Requirements and Planning**

**Old Content:** Real Estate Guidance :

#### **Section 2.2.2 : Requirements and Planning**

The RECO should assist the customer in the development of requirements to ensure that the space to be acquired will meet their needs and that it will conform to FAA regulations. The customer should be advised of available alternatives that may fulfill their needs at a lower cost or in a more efficient manner. The RECO must consider the potential budgetary impacts of long-term (over 5 years including options) space leases when developing alternatives and generally should avoid any lease terms that could result in the lease being classified as a capital lease or lease purchase, unless the customer has prepared and obtained budgetary authority for such a lease. See OMB Circular A-11, Appendix B, "Budgetary Treatment of Lease Purchases and Leases of Capital Assets" for further information.

When the FAA is currently leasing space, in or near the delineated area, consideration should be given to the advantages of collocation, both from economic and program point of view. If there is a demonstrated advantage to collocation, negotiations may be conducted with the lessor provided the proposed rental will be comparable with the market survey determination of the fair annual rental. The RECO should also consider other available federal space, if it meets the requirements of the customer.

The FAA's mission generally requires that offices be located within 5 miles of an airport and outside the central business area.

On requests for renewal of existing leases, the RECO should determine that if the property continues to meet the FAA's needs, any changes required in the lease terms should be negotiated and included in the renewal.

**New Content:** Real Estate Guidance :

#### **Section 2.2.2 : Requirements and Planning**

The RECO should assist the customer in the development of requirements to ensure that the space to be acquired will meet their needs and that it will conform to FAA regulations. The customer should be advised of available alternatives that may fulfill their needs at a lower cost or in a more efficient manner. The RECO must consider the potential budgetary impacts of long-term (over 5 years including options) space leases when developing alternatives and generally should avoid any lease terms that could result in the lease being classified as a capital lease or lease purchase, unless the customer has prepared and obtained budgetary authority for such a lease. See OMB Circular A-11, Appendix B, and "Budgetary Treatment of Lease Purchases" and Leases of Capital Assets for further information.

When the FAA is currently leasing space, in or near the delineated area, consideration should be given to the advantages of collocation, both from economic and program point of view. If there is a demonstrated advantage to collocation, negotiations may be conducted with the lessor provided the proposed rental will be comparable with the market survey determination of the fair annual rental. The RECO should also consider other available federal space, if it meets the requirements of the customer.

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**Red Line Content: Real Estate Guidance :**  
**Section 2.2.2 : Requirements and Planning**

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**Section 2.4.9 : Appendix I: Accessibility**

**Old Content: Real Estate Guidance :**

**Section 2.4.9 : Appendix I: Accessibility**

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## Architectural Barriers Act Accessibility Standard (ABAAS) Guidance

### I. Architectural Barriers Act Accessibility Standard (ABAAS) - Background

On November 8, 2005 the Federal Register included a section from the General Services Administration amending 41 CFR Parts 102–71, 102–72, et al; Federal Management Regulation; Real Property Policies Update; Final Rule. Subpart C of this amendment pertains to the Architectural Barriers Act, and states that GSA has adopted the ADA / ABA Guidelines (Part II ABA Application and Scoping and Part III Technical Chapters) issued by the Access Board on July 23, 2004 as the Architectural Barriers Act Accessibility Standard (ABAAS) as the accessibility standard for all Federal facilities (See Q&A section for additional information on using the Guidelines as the Standard). Copies can be ordered from the Access Board or electronic copies are available on the Access Board website ([www.access-board.gov](http://www.access-board.gov)). ABAAS replaces the Uniform Federal Accessibility Standards (UFAS) as the accessibility standard for federal facilities.

### II. Applicability

This guidance applies to all FAA leased, owned, and GSA controlled facilities.

#### A. To all FAA Owned, Leased, or GSA controlled leased facilities

All FAA leases awarded prior to February 6, 2007 will continue to use the UFAS. ABAAS requirements will be included in all leases solicited, renewed, or otherwise entered into after February 6, 2007. In addition, any 41 CFR Parts 102-71, 102-72 alterations or improvements to FAA leased space made, or contracted for, after February 6, 2007 must be ABAAS compliant.

Facilities for which leases are entered into must comply with F202.6 of the Architectural Barriers Act Accessibility Standard, without regard to whether the costs of alterations to comply with F202.6 are disproportionate to the costs of the overall alterations. The FAA is required to provide an “accessible route of travel” for leased space. This includes at a minimum: (a) An accessible route and an accessible entrance; (b) At least one accessible restroom for each sex or a single unisex restroom; (c) Accessible telephones; (d) Accessible drinking fountains; and (e) Accessible parking spaces.

In complying with ABAAS, the entire leased area should be considered as being required to be fully accessible unless limited by the ABAAS Scoping (Chapter F2) requirements, which are included below.

#### Areas of Exclusion and exception for leased space

For FAA leases, an “area of primary function” would be the entire facility, **except** for the following:

1. Elements in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973;
2. In air traffic control towers, an accessible route shall not be required to serve the cab and the floor immediately below the cab;
3. Limited Access Spaces. Spaces accessed only by ladders, catwalks, crawl spaces, or very narrow passageways;
4. Spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment (Machinery Spaces);
5. Where a two story building or facility that has one story with an occupant load of five or fewer persons that does not contain public use space, that story shall not be required to be connected to the story above or below;
6. Structures and equipment directly associated with the actual processes of construction;
7. Alterations to Qualified Historic Buildings and Facilities (limited exceptions);
8. Buildings or facilities leased for 12 months or less provided that the lease may not be extended or renewed;
9. Buildings or facilities leased for use by officials servicing disasters on a temporary, emergency basis; and
10. Alterations and additions in multi-tenanted building (non-FAA exclusive use) to joint use areas serving the leased space shall not be required to comply with F202.2, F202.3, and F202.5 provided that the alterations are not undertaken by or on behalf of the Federal government.

**Note:** For purposes of ABAAS compliance, an Area of Primary Function is defined as follows: A primary function area is an area that contains a major activity for which the facility is intended. Primary function areas include areas where services are provided to customers or the public, and offices and other work areas in which the activities of the Federal agency using the facility are carried out.) The “Area of Primary Function” concept is more fully explained in the Question and Answer Section.

**B. ABAAS Standard Reporting**

All new and renewal leases entered into after February 6, 2007 are required to meet ABAAS; however,

- If the Lessor certifies that it is not compliant, lessor is required to bring the facilities into compliance within a reasonable date, i.e not to exceed a year from the date of award of the lease.

With some exceptions, design and new construction begun after May 8, 2006 are required to meet ABAAS. (Note: Per F203.2 Existing Elements, Elements (An Element is defined in ABAAS as “An architectural or mechanical component of a building, facility, space, or site”) in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973, as amended, shall not be required to comply with these requirements unless altered.);

### C. Required Documentation

**The RECO must approve the completed the “ABAAS Compliance Report” and place in lease contract file for all space leases entered into after February 6, 2007.**

Documentation is also required on each contract, grant or loan for the design, construction or alteration of a facility to ensure that the facility complies with ABAAS. This documentation must include the following:

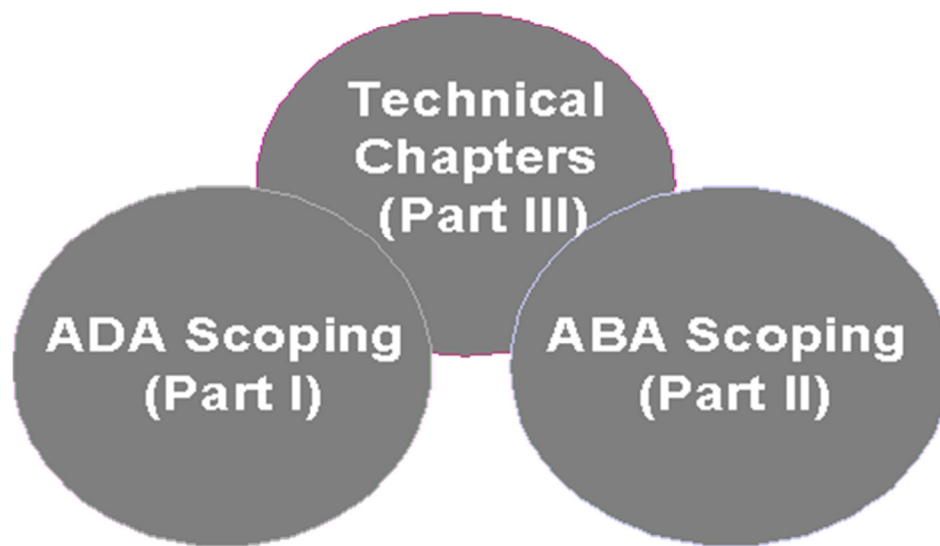
- Lessor must certify the property is or will be made compliant with ABAAS by a specified date.
- The “ABAAS Compliance Report” is attached to the lease and placed in the file for record purposes.
- If the lessor has certified that the space will be compliant by a certain date, the Real Estate Contracting Officer must ensure the space has been made compliant through inspection and certification by the FAA facility manager, or designee, or a site visit. If the lessor fails to meet the standard, a cure notice is sent, and if the Lessor fails to cure the facility to meet ABAAS requirements, then the FAA will fix (under the “Changes” Clause or “Alterations” Clause) the subject facility to meet the ABAAS standard and reduce the rent in an amount equal to the cost of the alterations paid by the FAA.

### **III. ABAAS Waiver**

- No FAA employee is authorized to waive or modify ABAAS.
- If the FAA requires a waiver or modification to the ABAAS, the process should be coordinated through the Access Board.
- Waiver determinations will be made on a case-by-case basis; the GSA “Administrator determines if the waiver or modification is clearly necessary.” Additional information is available in the Question and Answer section.
  - Cost is generally not a valid reason for a waiver.

#### IV. Questions and Answers

- a.) **When does the Architectural Barriers Act Accessibility Standard (ABAAS) become effective?** As of May 8, 2006 ABAAS became the standard for construction, alterations, and modernizations, unless design was complete or substantially complete on that date. If design was complete or substantially complete, then UFAS is allowed if the construction starts by May 8, 2008. The ABAAS is effective for leases entered into on or after February 6, 2007.
- b.) **How do the ADA and ABA standards relate to each other within the Guidelines / Standard?**



The diagram shows the ADA Scoping and ABA Scoping both connecting with the Technical Chapters but not intersecting. This is to illustrate that the ABA Scoping (applies to FAA as a federal entity, adopted by GSA), chapters F1 and F2, are joined to the Technical chapters (applies to FAA as a federal entity, adopted by GSA) but separate from ADA.

The Scoping section explains the definitions and requirements. The Technical Chapters explain how the requirement from the Scoping Section is implemented. By way of example: To determine if parking is required to be accessible, you would determine from sections F201 - Application and F202 - Existing Buildings and Facilities- if the parking is new or existing and which compliance or exceptions apply. Then refer to section F208 to find how many parking spaces and which types are required to comply. Once the number of compliant spaces required is determined, refer to Technical Chapter 502 - Parking Spaces- to determine the technical requirements. In summary, review the Scoping Section to determine how many, and the Technical to review how to, fulfill ABAAS requirements.

The ADA Scoping section applies to State and Local governments and private industry. It does not apply to the federal government.

**c.) If the space is UFAS compliant, do I have to change it to meet ABAAS?**

The answer is “No” and “Yes”.

In complying with ABAAS, review the Scoping Section. With respect to Existing Elements, Section F203.2 - General Exceptions, states that “Elements in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973, as amended shall not be required to comply with these requirements unless altered. ”

In other words, if the facility meets UFAS, then it complies with ABAAS.

The second part of that provision means that elements altered to provide "Program Access" per section 504 of the Rehabilitation Act, or to provide an individual "Reasonable Accommodation" per sections 501 and 504 of the Rehabilitation Act do not have to meet ABAAS, as long as the modification is needed to meet an individual accommodation. When the individual accommodation is no longer required, the element is required to be modified to meet ABAAS.

The last part of the statement means that if a UFAS compliant element or area is altered, then the altered or modified element or area must meet ABAAS.

**d.) What does “entered into” mean?**

When both parties sign a new lease or renew an existing lease. When “exercising an option” to extend a lease you are not creating a new lease as long as you are only extending the term of the lease , and are not changing or revising any other terms of the lease. In those instances, UFAS compliance is sufficient.

**e.) If a facility (leased or new construction/alteration) will be altered to meet the standards, will a schedule and budget be required as part of the file documentation?**

Yes. The lessor will develop the schedule and budget for lessor-completed alterations. FAA will develop the schedule and budget for FAA alterations.

**f.) What are disproportionate costs (20% Rule)?**

If alterations to an FAA owned facility requires the FAA to provide an accessible path of travel, the cost would be disproportionate if it exceeds the cost of the alteration or addition by 20%. If a series of small construction projects were completed, then the calculation consists of the total costs of all of such projects over a three-year period.



- For leases entered into after February 6, 2007 there is no disproportionate cost clause. The leased facility must be ABAAS compliant (see Required Documentation question), without regard to whether the costs of alterations completed to bring the facility in compliance with F202.6 are disproportionate to the costs of the overall alterations.

**g.) What are the new documentation (certification) requirements for compliance with ABAAS?**

The head of each Federal agency must ensure that documentation is maintained on each contract, grant or loan for the design, construction or alteration of a facility and on each lease for a facility subject to ABAAS. The documentation will contain one of the following statements:

- (1) The standards have been or will be incorporated in the design, the construction or the alteration.
- (2) The grant or loan has been or will be made subject to a requirement that the standards will be incorporated in the design, the construction or the alteration.
- (3) The leased facility meets the standards, or has been or will be altered to meet the standards.
- (4) The standards have been waived or modified by the Administrator of General Services and a copy of the waiver or modification is included with the statement.

**h.) What is an area of “primary function”?**

Per F202.4, an area of “primary function is “(a)n area of a building or facility containing a major activity for which the building or facility is intended”. There can be multiple areas containing a primary function in a single building. Primary function areas are not limited to public use areas. For example, both a bank lobby and the bank's employee areas such as the teller areas and walk-in safe are primary function areas. Also, mixed-use facilities may include numerous primary function areas for each use. Areas containing a primary function do not include: mechanical rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, corridors, or restrooms.”

**i.) How can we get a waiver from ABAAS and who can authorize it?**

No one in the FAA can waive ABAAS requirements. The Administrator must request a waiver from the GSA Administrator. Only the GSA Administrator can waive ABAAS requirements. The waiver should be processed through the Access Board.

Waiver determinations will be made on a case-by-case basis; the GSA “Administrator determines if the waiver or modification is clearly necessary.”

The FAA would be required to show that there is a compelling justification for a waiver to be approved. A waiver will not be granted if complying with ABAAS is inconvenient or if ABAAS compliance was not incorporated in the design or construction process. Generally project cost or budget shortfalls are generally not considered a basis for a waiver.

**j.) What happens if we are in the negotiation process and February 6, 2007 passes?** If you are in the negotiation process you will need to go back and amend the SIR to include ABAAS and reopen the process. For new leases you should include provisions in the SIR and provide notification to prospective offerors/respondents about ABAAS when the SIR is issued.

**k.) Since there is no dollar limit on required ABAAS renovations for leases entered into after February 6, 2007, what options do we have if the lessor cannot make the retrofits due to cost?**

This is resolved on a case-by-case basis. The FAA can:

- Negotiate to spread the costs out or pay a lump sum;
- Make the changes and withhold rental payments for that amount;
- Make the changes (zero or one dollar leases);
- Commence Condemnation proceedings;
- Relocate;
- Consider using the waiver process (waivers are generally not given on a cost basis only).
- In addition, the FAA does have statutory authority to improve leased space in certain situations. If the lessor is unwilling or unable to complete the improvements, then the FAA can utilize its authority under 49 USC Section 44502(a)(5) to renovate the leased space.

The FAA cannot spend money that it doesn't have, so we need to subject any action to the availability of appropriations. The RECO should also check with regional or headquarters counsel on any question of authority to make alterations or improvements to a leased facility.

**l.) How does a RECO determine what needs to be done to bring a facility into compliance with ABAAS?** The lessor is required to state whether the leased facility is compliant with ABAAS or will be made compliant. If the facility will be made compliant, then a schedule of the work required should be provided and the FAA facility manager or designee can verify if the work is complete and report the status to the RECO. If there are additional questions, contact the Regional Accessibility Focal Points from Technical Operations or Logistics, who are the regional SME's or the national Facility Accessibility Program Office is available for additional information.

**m.) How is the information forwarded to the Administrator for reporting to GSA?**

When GSA requests the information from the FAA, the appropriate office will provide the reporting format. Since lessors entering into leases with FAA after February 6, 2007 are required to complete the [“ABAAS Compliance Report”](#) (Need to correct link to **2.6.15**) as to the compliance status, this requirement can be met by reviewing the lease files.

**n.) Who will maintain the documentation?**

The RECO must include the “ABAAS Compliance Report” in all space lease files after 9/1/06.

**o.) Who pays to bring a leased facility into ABAAS compliance?**

If the facility is ADA compliant, the FAA will have to fund the upgrades from ADA to ABAAS. If the facility is not ADA compliant, the lessor is required to pay the costs of making the space ADA compliant, and the FAA would pay for ABAAS compliance. Remember, if an element or area is UFAS compliant it complies with ABAAS.

**New Content:** Real Estate Guidance :  
**Section 2.4.9 : Appendix I: Accessibility**

**Architectural Barriers Act Accessibility Standard (ABAAS) Guidance**

**I. Architectural Barriers Act Accessibility Standard (ABAAS)- Background**

On November 8, 2005 the Federal Register included a section from the General Services Administration amending 41 CFR Parts 102–71, 102–72, et al; Federal Management Regulation; Real Property Policies Update; Final Rule. Subpart C of this amendment pertains to the Architectural Barriers Act, and states that GSA has adopted the ADA / ABA Guidelines (Part II ABA Application and Scoping and Part III Technical Chapters) issued by the Access Board on July 23, 2004 as the Architectural Barriers Act

Accessibility Standard (ABAAS) as the accessibility standard for all Federal facilities (See Q&A section for additional information on using the Guidelines as the Standard). Copies can be ordered from the Access Board or electronic copies are available on the Access Board website ([www.access-board.gov](http://www.access-board.gov)). ABAAS replaces the Uniform Federal Accessibility Standards (UFAS) as the accessibility standard for federal facilities.

**II. Applicability**

This guidance applies to all FAA leased, owned, and GSA controlled facilities.

*A. To all FAA Owned, Leased, or GSA controlled leased facilities*

All FAA leases awarded prior to February 6, 2007 will continue to use the UFAS. ABAAS requirements will be included in all leases solicited, renewed, or otherwise entered into after February 6, 2007. In addition, any 41 CFR Parts 102-71, 102-72 alterations or improvements to FAA leased space made, or contracted for, after February 6, 2007 must be ABAAS compliant.

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Facilities for which leases are entered into must comply with F202.6 of the Architectural Barriers Act Accessibility Standard, without regard to whether the costs of alterations to comply with F202.6 are disproportionate to the costs of the overall alterations. The FAA is required to provide an “accessible route of travel” for leased space. This includes at a minimum: (a) An accessible route and an accessible entrance; (b) At least one accessible restroom for each sex or a single unisex restroom; (c) Accessible telephones; (d) Accessible drinking fountains; and (e) Accessible parking spaces.

In complying with ABAAS, the entire leased area should be considered as being required to be fully accessible unless limited by the ABAAS Scoping (Chapter F2) requirements, which are included below.

#### Areas of Primary Function

For FAA leases, an “area of primary function” would be the entire facility, except for the following. Note: For purposes of ABAAS compliance, an Area of Primary Function is defined as follows: A primary function area is an area that contains a major activity for which the facility is intended. Primary function areas include areas where services are provided to customers or the public, and offices and other work areas in which the activities of the Federal agency using the facility are carried out.) The “Area of Primary Function” concept is more fully explained in the Question and Answer Section.

#### Exceptions for Leased Space

1. Elements in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973;
2. In air traffic control towers, an accessible route shall not be required to serve the cab and the floor immediately below the cab;
3. Limited Access Spaces. Spaces accessed only by ladders, catwalks, crawl spaces, or very narrow passageways;
4. Spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment (Machinery Spaces);
5. Where a two story building or facility that has one story with an occupant load of five or fewer persons that does not contain public use space, that story shall not be required to be connected to the story above or below;
6. Structures and equipment directly associated with the actual processes of construction;
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8. Buildings or facilities leased for 12 months or less provided that the lease may not be extended or renewed;
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10. Alterations and additions in multi-tenanted building (non-FAA exclusive use) to joint use areas serving the leased space shall not be required to comply with F202.2, F202.3, and F202.5 provided that the alterations are not undertaken by or on behalf of the Federal government.

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All new and renewal leases entered into after February 6, 2007 are required to meet ABAAS; however,

If the Lessor certifies that it is not compliant, lessor is required to bring the facilities into

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### *C. Required Documentation*

The RECO must approve the completed the [“ABAAS Compliance Report”](#) and place in lease contract file for all space leases entered into after February 6, 2007.

Documentation is also required on each contract, grant or loan for the design, construction or alteration of a facility to ensure that the facility complies with ABAAS.

This documentation must include the following:

Lessor must certify the property is or will be made compliant with ABAAS by a specified date.

The “ABAAS Compliance Report” is attached to the lease and placed in the file for record purposes.

If the lessor has certified that the space will be compliant by a certain date, the Real Estate Contracting Officer must ensure the space has been made compliant through inspection and certification by the FAA facility manager, or designee, or a site visit. If the lessor fails to meet the standard, a cure notice is sent, and if the Lessor fails to cure the facility to meet ABAAS requirements, then the FAA will fix (under the “Changes” Clause or “Alterations” Clause) the subject facility to meet the ABAAS standard and reduce the rent in an amount equal to the cost of the alterations paid by the FAA.

### **III. ABAAS Waiver**

No FAA employee is authorized to waive or modify ABAAS. If the FAA requires a waiver or modification to the ABAAS, the process should be coordinated through the Access Board.

Waiver determinations will be made on a case-by-case basis; the GSA “Administrator determines if the waiver or modification is clearly necessary.” Additional information is available in the Question and Answer section.

Cost is generally not a valid reason for a waiver.

### **IV. Questions and Answers**

a.) *When does the Architectural Barriers Act Accessibility Standard (ABAAS) become effective?* As of May 8, 2006 ABAAS became the standard for construction, alterations, and modernizations, unless design was complete or substantially complete on that date. If design was complete or substantially complete, then UFAS is allowed if the construction starts by May 8, 2008. The ABAAS is effective for leases entered into on or after February 6, 2007.

b.) *How do the ADA and ABA standards relate to each other within the Guidelines / Standard?*

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The Scoping section explains the definitions and requirements. The Technical Chapters explain how the requirement from the Scoping Section is implemented. By way of example: To determine if parking is required to be accessible, you would determine from sections F201 - Application and F202 - Existing Buildings and Facilities- if the parking is new or existing and which compliance or exceptions apply. Then refer to section F208 to find how many parking spaces and which types are required to comply. Once the number of compliant spaces required is determined, refer to Technical Chapter 502 - Parking Spaces- to determine the technical requirements. In summary, review the Scoping Section to determine how many, and the Technical to review how to, fulfill ABAAS requirements.

The ADA Scoping section applies to State and Local governments and private industry. It does not apply to the federal government.

c.) *If the space is UFAS compliant, do I have to change it to meet ABAAS?*

The answer is “No” and “Yes”.

In complying with ABAAS, review the Scoping Section. With respect to Existing Elements, Section F203.2 - General Exceptions, states that “Elements in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973, as amended shall not be required to comply with these requirements unless altered.”

In other words, if the facility meets UFAS, then it complies with ABAAS.

The second part of that provision means that elements altered to provide "Program Access" per section 504 of the Rehabilitation Act, or to provide an individual "Reasonable Accommodation" per sections 501 and 504 of the Rehabilitation Act do not have to meet ABAAS, as long as the modification is needed to meet an individual accommodation. When the individual accommodation is no longer required, the element is required to be modified to meet ABAAS.

The last part of the statement means that if a UFAS compliant element or area is altered, then the altered or modified element or area must meet ABAAS.

d.) *What does “enter into” mean?*

When both parties sign a new lease or renew an existing lease. When “exercising an option” to extend a lease you are not creating a new lease as long as you are only extending the term of the

lease , and are not changing or revising any other terms of the lease. In those instances, UFAS compliance is sufficient.

*e.) If a facility (leased or new construction/alteration) will be altered to meet the standards, will a schedule and budget be required as part of the file documentation?*

Yes. The lessor will develop the schedule and budget for lessor-completed alterations. FAA will develop the schedule and budget for FAA alterations.

*f.) What are disproportionate costs (20% Rule)?*

If an alteration to an FAA owned facility requires the FAA to provide an accessible path of travel, the cost would be disproportionate if it exceeds the cost of the alteration or addition by 20%. If a series of small construction projects were completed, then the calculation consists of the total costs of all of such projects over a three-year period.

For leases entered into after February 6, 2007 there is no disproportionate cost clause. The leased facility must be ABAAS compliant (see Required Documentation question), without regard to whether the costs of alterations completed to bring the facility in compliance with F202.6 are disproportionate to the costs of the overall alterations.

*g.) What are the new documentation (certification) requirements for compliance with ABAAS?*

The head of each Federal agency must ensure that documentation is maintained on each contract, grant or loan for the design, construction or alteration of a facility and on each lease for a facility subject to ABAAS. The documentation will contain one of the following statements:

- (1) The standards have been or will be incorporated in the design, the construction or the alteration.
- (2) The grant or loan has been or will be made subject to a requirement that the standards will be incorporated in the design, the construction or the alteration.
- (3) The leased facility meets the standards, or has been or will be altered to meet the standards.
- (4) The standards have been waived or modified by the Administrator of General Services and a copy of the waiver or modification is included with the statement.

*h.) What is an area of "primary function"?*

Per F202.4, an area of "primary function" is (a) n area of a building or facility containing a major activity for which the building or facility is intended". There can be multiple areas containing a primary function in a single building. Primary function areas are not limited to public use areas. For example, both a bank lobby and the bank's employee areas such as the teller areas and walk-in safe are primary function areas. Also, mixed-use facilities may include numerous primary function areas for each use. Areas containing a primary function do not include: mechanical

rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, corridors, or restrooms.”

*i.) How can we get a waiver from ABAAS and who can authorize it?*

No one in the FAA can waive ABAAS requirements. The Administrator must request a waiver from the GSA Administrator. Only the GSA Administrator can waive ABAAS requirements. The waiver should be processed through the Access Board.

Waiver determinations will be made on a case-by-case basis; the GSA “Administrator determines if the waiver or modification is clearly necessary.”

The FAA would be required to show that there is a compelling justification for a waiver to be approved. A waiver will not be granted if complying with ABAAS is inconvenient or if ABAAS compliance was not incorporated in the design or construction process. Generally project cost or budget shortfalls are generally not considered a basis for a waiver.

*j.) What happens if we are in the negotiation process and February 6, 2007 passes? If you are in the negotiation process you will need to go back and amend the SIR to include ABAAS and reopen the process. For new leases you should include provisions in the SIR and provide notification to prospective offerors/respondents about ABAAS when the SIR is issued.*

*k.) Since there is no dollar limit on required ABAAS renovations for leases entered into after February 6, 2007, what options do we have if the lessor cannot make the retrofits due to cost?*

This is resolved on a case-by-case basis. The FAA can:

1. Negotiate to spread the costs out or pay a lump sum;
2. Make the changes and withhold rental payments for that amount;
3. Make the changes (zero or one dollar leases);
4. Commence Condemnation proceedings;
5. Relocate;
6. Consider using the waiver process (waivers are generally not given on a cost basis only).

In addition, the FAA does have statutory authority to improve leased space in certain situations. If the lessor is unwilling or unable to complete the improvements, then the FAA can utilize its authority under 49 USC Section 44502(a)(5) to renovate the leased space.

The FAA cannot spend money that it doesn't have, so we need to subject any action to the availability of appropriations. The RECO should also check with regional or headquarters counsel on any question of authority to make alterations or improvements to a leased facility. In addition, the FAA does have statutory authority to improve leased space in certain situations. If the lessor is unwilling or unable to complete the improvements, then the FAA can utilize its authority under 49 USC Section 44502(a)(5) to renovate the leased space.

*l.) How does a RECO determine what needs to be done to bring a facility into compliance with ABAAS? The lessor is required to state whether the leased facility is compliant with*



ABAAS or will be made compliant. If the facility will be made compliant, then a schedule of the work required should be provided and the FAA facility manager or designee can verify if the work is complete and report the status to the RECO. If there are additional questions, contact the Regional Accessibility Focal Points from Technical Operations or Logistics, who are the regional SME's or the national Facility Accessibility Program Office is available for additional information.

*m.) How is the information forwarded to the Administrator for reporting to GSA?*

When GSA requests the information from the FAA, the appropriate office will provide the reporting format. Since lessors entering into leases with FAA after February 6, 2007 are required to complete the [“ABAAS Compliance Report”](#) as to the compliance status, this requirement can be met by reviewing the lease files.

*n.) Who will maintain the documentation?*

The RECO must include the “ABAAS Compliance Report” in all space lease files after 9/1/06.

*o.) Who pays to bring a leased facility into ABAAS compliance?*

If the facility is ADA compliant, the FAA will have to fund the upgrades from ADA to ABAAS. If the facility is not ADA compliant, the lessor is required to pay the costs of making the space ADA compliant, and the FAA would pay for ABAAS compliance. Remember, if an element or area is UFAS compliant it complies with ABAAS.

**Red Line Content: Real Estate Guidance :**  
**Section 2.4.9 : Appendix I: Accessibility**

**Architectural Barriers Act Accessibility Standard (ABAAS) Guidance**

**~~I.~~ Architectural Barriers Act Accessibility Standard (ABAAS)-- Background**

On November 8, 2005 the Federal Register included a section from the General Services Administration amending 41 CFR Parts 102–71, 102–72, et al; Federal Management Regulation; Real Property Policies Update; Final Rule. Subpart C of this amendment pertains to the Architectural Barriers Act, and states that GSA has adopted the ADA / ABA Guidelines (Part II ABA Application and Scoping and Part III Technical Chapters) issued by the Access Board on July 23, 2004 as the Architectural Barriers Act

Accessibility Standard (ABAAS) as the accessibility standard for all Federal facilities (See Q&A section for additional information on using the Guidelines as the Standard). Copies can be ordered from the Access Board or electronic copies are available on the Access Board website ([www.access-board.gov](http://www.access-board.gov)). ABAAS replaces the Uniform Federal Accessibility Standards (UFAS) as the accessibility standard for federal facilities.

**II. Applicability ~~This~~**

**This** guidance applies to all FAA leased, owned, and GSA controlled facilities.

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A. *To all FAA Owned, Leased, or GSA controlled leased facilities*

All FAA leases awarded prior to February 6, 2007 will continue to use the UFAS. ABAAS requirements will be included in all leases solicited, renewed, or otherwise entered into after February 6, 2007. In addition, any 41 CFR Parts 102-71, 102-72 alterations or improvements to FAA leased space made, or contracted for, after February 6, 2007 must be ABAAS compliant.-

Facilities for which leases are entered into must comply with F202.6 of the Architectural Barriers Act Accessibility Standard, without regard to whether the costs of alterations to comply with F202.6 are disproportionate to the costs of the overall alterations. The FAA is required to provide an “accessible route of travel” for leased space. This includes at a minimum: (a) An accessible route and an accessible entrance; (b) At least one accessible restroom for each sex or a single unisex restroom; (c) Accessible telephones; (d) Accessible drinking fountains; and (e) Accessible parking spaces.-~~1~~

**In** complying with ABAAS, the entire leased area should be considered as being required to be fully accessible unless limited by the ABAAS Scoping (Chapter F2) requirements, which are included below.

Areas of ~~Exclusion and exception for leased~~ **Primary space For Function**

**For** FAA leases, an “area of primary function” would be the entire facility, except for the following. **Note: For purposes of ABAAS compliance, an Area of Primary Function is defined as follows: A primary function area is an area that contains a major activity for which the facility is intended. Primary function areas include areas where services are provided to customers or the public, and offices and other work areas in which the activities of the Federal agency using the facility are carried out.) The “Area of Primary Function” concept is more fully explained in the Question and Answer Section.**

**1** **Exceptions for Leased Space**

- 1.** Elements in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973;-**2**
- 2.** In air traffic control towers, an accessible route shall not be required to serve the cab and the floor immediately below the cab;-**3**
- 3.** Limited Access Spaces. Spaces accessed only by ladders, catwalks, crawl spaces, or very narrow passageways;-**4**
- 4.** Spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment (Machinery Spaces);-**5**
- 5.** Where a two story building or facility that has one story with an occupant load of five or fewer persons that does not contain public use space, that story shall not be required to be connected to the story above or below;-**6**
- 6.** Structures and equipment directly associated with the actual processes of construction; -
- 7.** Alterations to Qualified Historic Buildings and Facilities (limited exceptions);-**8**
- 8.** Buildings or facilities leased for 12 months or less provided that the lease may not be extended or renewed;-**9**
- 9.** Buildings or facilities leased for use by officials servicing disasters on a temporary, emergency basis; and-**10**
- 10.** Alterations and additions in multi-tenanted building (non-FAA exclusive use) to joint use areas serving the leased space shall not be required to comply with F202.2, F202.3, and F202.5

provided that the alterations are not undertaken by or on behalf of the Federal government.

~~Note: For purposes of ABAAS compliance, an Area of Primary Function is defined as follows: A primary function area is an area that contains a major activity for which the facility is intended. Primary function areas include areas where services are provided to customers or the public, and offices and other work areas in which the activities of the Federal agency using the facility are carried out.) The “Area of Primary Function” concept is more fully explained in the Question and Answer Section.—~~

#### *B. ABAAS Standard Reporting*

All new and renewal leases entered into after February 6, 2007 are required to meet ABAAS; however, ~~If~~

**If** the Lessor certifies that it is not compliant, lessor is required to bring the facilities into compliance within a reasonable date, i.e not to exceed a year from the date of award of the lease. ~~With~~

**With** some exceptions, design and new construction begun after May 8, 2006 are required to meet ABAAS. (Note: Per F203.2 Existing Elements, Elements (An Element is defined in ABAAS as “An architectural or mechanical component of a building, facility, space, or site”) in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973, as amended, shall not be required to comply with these requirements unless altered.);

#### *C. Required Documentation*

The RECO must approve the completed the “ABAAS Compliance Report” and place in lease contract file for all space leases entered into after February 6, 2007. ~~Documentation~~

**Documentation** is also required on each contract, grant or loan for the design, construction or alteration of a facility to ensure that the facility complies with ABAAS.

**This documentation must include the following:-**

Lessor must certify the property is or will be made compliant with ABAAS by a specified date.-

The “ABAAS Compliance Report” is attached to the lease and placed in the file for record purposes.-

If the lessor has certified that the space will be compliant by a certain date, the Real Estate Contracting Officer must ensure the space has been made compliant through inspection and certification by the FAA facility manager, or designee, or a site visit. If the lessor fails to meet the standard, a cure notice is sent, and if the Lessor fails to cure the facility to meet ABAAS requirements, then the FAA will fix (under the “Changes” Clause or “Alterations” Clause) the subject facility to meet the ABAAS standard and reduce the rent in an amount equal to the cost of the alterations paid by the FAA.

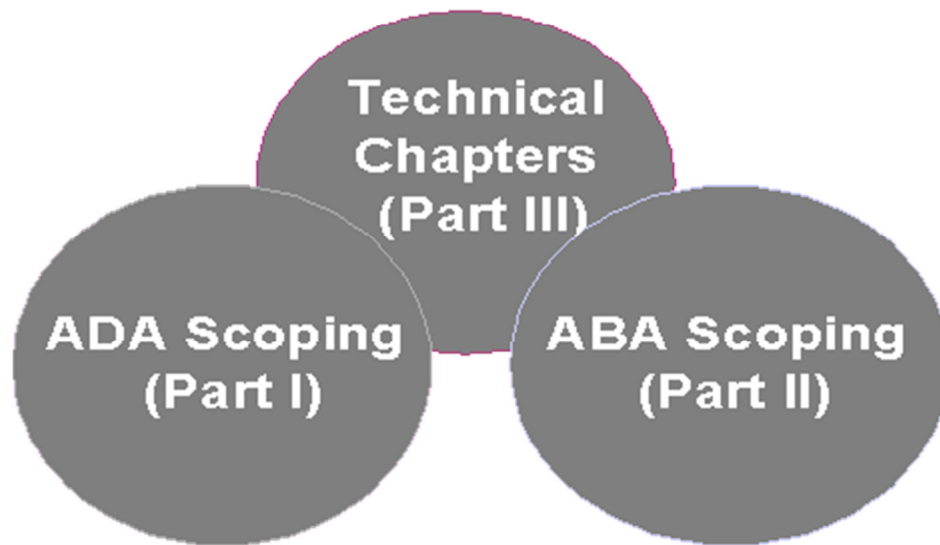
### **III. ABAAS Waiver ~~No~~**

**No** FAA employee is authorized to waive or modify ABAAS.- If the FAA requires a waiver or modification to the ABAAS, the process should be coordinated through the Access Board.

Waiver determinations will be made on a case-by-case basis; the GSA “Administrator determines if the waiver or modification is clearly necessary.” Additional information is available in the Question and Answer section. ~~Cost~~  
Cost is generally not a valid reason for a waiver.

#### IV. Questions and Answers

- a.) *When does the Architectural Barriers Act Accessibility Standard (ABAAS) become effective?* As of May 8, 2006 ABAAS became the standard for construction, alterations, and modernizations, unless design was complete or substantially complete on that date. If design was complete or substantially complete, then UFAS is allowed if the construction starts by May 8, 2008. The ABAAS is effective for leases entered into on or after February 6, 2007.
- b.) *How do the ADA and ABA standards relate to each other within the Guidelines / Standard?*



The diagram shows the ADA Scoping and ABA Scoping both connecting with the Technical Chapters but not intersecting. This is to illustrate that the ABA Scoping (applies to FAA as a federal entity, adopted by GSA), chapters F1 and F2, are joined to the Technical chapters (applies to FAA as a federal entity, adopted by GSA) but separate from ADA.-

The Scoping section explains the definitions and requirements. The Technical Chapters explain how the requirement from the Scoping Section is implemented. By way of example: To determine if parking is required to be accessible, you would determine from sections F201 - Application and F202 - Existing Buildings and Facilities- if the parking is new or existing and which compliance or exceptions apply. Then refer to section F208 to find how many parking spaces and which types are required to comply. Once the number of compliant spaces required is determined, refer to Technical Chapter 502 - Parking Spaces- to determine the technical requirements. In summary, review the Scoping Section to determine how many, and the Technical to review how to, fulfill ABAAS requirements.

The ADA Scoping section applies to State and Local governments and private industry. It does not apply to the federal government.-

*c.) If the space is UFAS compliant, do I have to change it to meet ABAAS?*

The answer is “No” and “Yes”.-

In complying with ABAAS, review the Scoping Section. With respect to Existing Elements, Section F203.2 - General Exceptions, states that “Elements in compliance with an earlier standard issued pursuant to the Architectural Barriers Act or Section 504 of the Rehabilitation Act of 1973, as amended shall not be required to comply with these requirements unless altered. ”-

In other words,- if the facility meets UFAS, then it complies with ABAAS.-

The second part of that provision means that elements altered to provide "Program Access" per section 504 of the Rehabilitation Act, or to provide an individual "Reasonable Accommodation" per sections 501 and 504 of the Rehabilitation Act do not have to meet ABAAS, as long as the modification is needed to meet an individual accommodation. When the individual accommodation is no longer required, the element is required to be modified to meet ABAAS.

The last part of the statement means that if a UFAS compliant element or area is altered, then the altered or modified element or area must meet ABAAS.

*d.) What does “~~entered~~enter into” mean?-*

When both parties sign a new lease or renew an existing lease. When “exercising an option” to extend a lease you are not creating a new lease as long as you are only extending the term of the lease , and are not changing or revising any other terms of the lease. In those instances, UFAS compliance is sufficient.

*e.) If a facility (leased or new construction/alteration) will be altered to meet the standards, will a schedule and budget be required as part of the file documentation?-*

Yes. The lessor will develop- the schedule and budget for lessor-completed alterations. FAA will develop the schedule and budget for FAA alterations.-

*f.) What are disproportionate costs (20% Rule)?-*

If ~~alterations~~an alteration to an FAA owned facility requires the FAA to provide an accessible path of travel, the cost would be disproportionate if it exceeds the cost of the alteration or addition by 20%. If a series of small construction projects were completed, then the calculation consists of the- total costs of all of such projects over a three-year period.

For leases entered into after February 6, 2007 there is no disproportionate cost clause. The leased facility must be ABAAS compliant (see Required Documentation question), without regard to whether the costs of alterations completed to bring the facility in compliance with F202.6 are disproportionate to the costs of the overall alterations.

*g.) What are the new documentation (certification) requirements for compliance with ABAAS?-*

The head of each Federal agency must ensure that documentation is maintained on each contract, grant or loan for the design, construction or alteration of a facility and on each lease for a facility subject to ABAAS. The documentation will contain one of the following statements:

(1) The standards have been or will be incorporated in the design, the construction or the alteration.

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(4) The standards have been waived or modified by the Administrator of General Services and a copy of the waiver or modification is included with the statement.

*h.) What is an area of "primary function"?-*

Per F202.4, an area of "primary function" is- ~~“(a)~~an area of a building or facility containing a major activity for which the building or facility is intended”. There can be multiple areas containing a primary function in a single building. Primary function areas are not limited to public use areas. For example, both a bank lobby and the bank's employee areas such as the teller areas and walk-in safe are primary function areas. Also, mixed-use facilities may include numerous primary function areas for each use. Areas containing a primary function do not include: mechanical rooms, boiler rooms, supply

storage rooms, employee lounges or locker rooms, janitorial closets, entrances, corridors, or restrooms.”

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*j.) What happens if we are in the negotiation process and February 6, 2007 passes? If you are in the negotiation process you will need to go back and amend the SIR to include ABAAS and reopen the process. For new leases you should include provisions in the SIR and provide notification to prospective offerors/respondents about ABAAS when the SIR is issued.*

*k.) Since there is no dollar limit on required ABAAS renovations for leases entered into after February 6, 2007, what options do we have if the lessor cannot make the retrofits due to cost?-*

This is resolved on a case-by-case basis. The FAA can:

1. Negotiate to spread the costs out or pay a lump sum;
2. Make the changes and withhold rental payments for that amount;
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The FAA cannot spend money that it doesn't have, so we need to subject any action to the availability of appropriations. The RECO should also check with regional or headquarters counsel on any question of authority to make alterations or improvements to



a leased facility. *In addition, the FAA does have statutory authority to improve leased space in certain situations. If the lessor is unwilling or unable to complete the improvements, then the FAA can utilize its authority under 49 USC Section 44502(a)(5) to renovate the leased space.*

l.) *How does a RECO determine what needs to be done to bring a facility into compliance with ABAAS?* The lessor is required to state whether the leased facility is compliant with ABAAS or will be made compliant. If the facility will be made compliant, then a schedule of the work required should be provided and the FAA facility manager or designee can verify if the work is complete and report the status to the RECO. If there are additional questions, contact the Regional Accessibility Focal Points from Technical Operations or Logistics, who are the regional SME's or the national Facility Accessibility Program Office is available for additional information.-

m.) *How is the information forwarded to the Administrator for reporting to GSA?-*

When GSA requests the information from the FAA, the appropriate office will provide the reporting format. Since lessors entering into leases with FAA after February 6, 2007 are required to complete the [“ABAAS Compliance Report”](#) ~~(Need to correct link to 2.6.15)~~ as to the compliance status, this requirement can be met by reviewing the lease files.

n.) *Who will maintain the documentation?-*

The RECO must include the “ABAAS Compliance Report” in all space lease files after 9/1/06.

o.) *Who pays to bring a leased facility into ABAAS compliance?-*

If the facility is ADA compliant, the FAA will have to fund the upgrades from ADA to ABAAS. If the facility is not ADA compliant, the lessor is required to pay the costs of making the space ADA compliant, and the FAA would pay for ABAAS compliance. Remember, if an element or area is UFAS compliant it complies with ABAAS.-

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### **Section 2.4.1 : Appendix A: Administrative Space Guidance**

**Old Content:** Real Estate Guidance :

### **Section 2.4.1 : Appendix A: Administrative Space Guidance**

#### **I. General:**

The following guidance presents the space standard for all administrative space in FAA owned, leased and GSA controlled facilities. The following guidance is designed to promote the efficient utilization of FAA administrative office space. This guidance has been developed to help FAA LOB and Staff Offices (SO) effectively plan and manage FAA's real property use and

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cost. Since there are many variables associated with space, e.g. configuration of existing space, funding limitations, available furniture, etc., it makes it impossible to establish rigid space standards. Therefore the administrative space standard establishes a baseline for all FAA LOB and SO (referred to as the "originating office" in this document) to use in order to determine and evaluate individual administrative office needs. This space standard should be adhered to and deviated from only in those instances when documentation supports such deviation. This administrative space standard applies to all authorized personnel (i.e. permanent, temporary, part-time, seasonal employees and approved FAA contractors). It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

## **II. APPLICABILITY:**

This standard is applicable to all FAA owned, FAA leased and GSA controlled administrative space except for those facilities defined in Section VI, Exemptions to the Administrative Space Standard below. Existing space will be subject to the space standard when an originating office alters/reconfigures or acquires additional or new space or occupies GSA controlled space (see section IX, GSA Controlled Space).

## **III. DEFINITIONS:**

Below are definitions for commonly used terms in this guidance.

1. **Administrative Primary Office Space** - Primary Office Space is the personnel-occupied area in which an activity's normal operational functions are performed. Space is allocated based on the total number of authorized personnel (permanent, temporary, part-time, seasonal employees and approved FAA contractors) occupying open or closed office work areas.
2. **Administrative Support Space** - All secondary/shared workstations, extraordinary circulation space, and space for those specific mission needs outside the agency's requirements for housing personnel. This includes space for mission needs such as reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and, conference rooms not having special buildout, library and reference areas.
3. **Acquiring Organization** - The regional real estate section in Logistics or the space management organization in the centers is the main point of contact for space requests.
4. **Common Use Space** – Space used by multiple FAA organizations and available for use by all FAA personnel. Space such as conference rooms (not associated with a single FAA organization), general reception areas, loading docks and shipping and receiving platforms, etc.
5. **Hotelling** - Employees reserve workspace in advance at the corporate office where there are fewer workspaces than staff (the ratio of staff to offices can be anywhere from 2:1 to 10:1 or higher).

6. **Joint Use Space** - Space that benefits all of the building tenants such as cafeterias, conference rooms (those not under FAA control), credit unions, snack bars, health/fitness facilities, and child care centers.

7. **Occupiable Square feet** - The method of measurement for the office area where FAA occupies a facility.

It is determined as follows:

- If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

- If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls or the center of tenant-separating partitions.

In either case, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including these enclosing walls:

- a. Toilets and lounges
- b. Stairwells
- c. Elevators and escalator shafts
- d. Building equipment and service areas
- e. Entrance and elevator lobbies
- f. Stacks and shafts and
- g. Corridors in place or required by local codes and ordinances.

8. **Office Space** - Space which provides an environment suitable for an office operation. There are two categories of office space: primary office space and support space (see definitions for Administrative Primary Office Space and Administrative Support Space for further details). Typical office standard space is constructed with the following finishes: carpet, lights, ceiling, HVAC and painted finished walls.

9. **Operating (Technical) Space** - Operating (technical) space is defined as space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and

Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

10. **Originating Office** - This may be either the using office or an office in the organizational or supervisory line with responsibility for obtaining space for the using office. This office develops space requirements and prepares a request for the space with sufficient information for development and validation of the requirements.

11. **Non-Office Personnel** - Personnel assigned to operational or other space should not count towards the administrative space utilization standard.

12. **Personnel** - means the peak number of persons to be housed by a LOB/SO during a single 8-hour shift, regardless of how many workstations is provided for them. In addition to permanent employees of the agency, personnel include temporary, part-time, seasonal, and approved contractual employees and budgeted vacancies. Regional or Field offices should also include detailees from other Regions, Headquarters and/or non-DOT agencies. Headquarter offices should include detailees from the Regions and/or non-DOT agencies but not from other Headquarter offices. Employees of other LOB/SO who are housed in the space (i.e. Integrated Product Teams, etc.) are also included in the personnel total.

13. **Special Space** - Special space means unique architectural/construction features, requiring the installation of special equipment or requires additional monies above the standard office space to construct, maintain and/or operate as compared to office and storage space.

14. **Storage Space** - Space that is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating. Supply rooms, storerooms, file rooms and warehouse areas that are not finished to office standards are classified as storage space.

15. **Telecommuting** - (Work-at-home) Home-based workers who bring work to their home, eliminating the need to commute to the work site.

16. **Telecommuting Centers** - (Satellite Office) Alternative work site located closer to employees' homes that provide all office services. May be used on a full-time or part-time basis by those who want to shorten their commute but can not work from home, or by telecommuters as a support site for copying, faxing, etc.

17. **Types of Space** - There are three (3) types of space occupied by FAA: 1) FAA owned, 2) FAA leased, and 3) GSA controlled space.

#### **IV. UTILIZATION SPACE STANDARD:**

**The average utilization rate for all administrative space occupied by FAA LOB and SO will be 152.5 occupiable square feet per person (osf).** A person is the following type of employees: permanent, temporary, part-time, seasonal employees and approved FAA

contractors. Any exemptions to this administrative space standard are defined in Section VI, Exemptions to the Administrative Space Standard below. The 152.5 is an average per person, however the square footage for any specific individual may vary up or down from the average.

The administrative space standard is a calculation involving the number of personnel, the circulation factor, and the following types of space: all office areas (closed or open), shared workstations, originating office conference rooms, reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and library and reference areas. Below is the method to calculate the utilization rate for originating office requirements.

1. Administrative Office Space Utilization Rate: The average Administrative Office Space utilization should not exceed 125 square feet per person. The 125 square feet per person is the utilization rate for the primary office area. Administrative Office space is all office areas where normal operational functions are performed by personnel (see Section II, administrative primary office space definition). This square footage standard stands regardless of the types of furniture options (freestanding, modular or systems). Circulation allowances are included in this number.
2. Administrative Support Space Percentage: The support space should not exceed 22 percent of the primary office space. Allowances may be made for those unique functions that require additional support space above the primary support factor of 22 percent. Administrative Support Space should accommodate the following areas: reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, mail areas, work areas, conference rooms not having special buildout, library and reference areas and aisles and corridors.
3. Total Utilization Rate Formula: The calculation formula for the average amount of administrative office and support space per person is as follows:  $125 \text{ sq. ft.} + (125 \text{ sq. ft.} \times 22\%) = \text{an average of } 152.5 \text{ osf per person}$

## **V. DEVIATIONS TO THE ADMINISTRATIVE SPACE STANDARD OF 152.5 SQUARE FEET**

The originating office must submit a written justification with the requirements package for any increase in space above the 152.5 square foot average per person standard to the approving official at the LOB/SO headquarters office. This written justification must be based upon mission or unique requirements such as limited space due to building configuration. The approving headquarters official must also certify funding availability. See Section VIII for additional details on funding. The originating office must send the approved waiver with requirements package to the RECO or to the Mike Monroney Aeronautical Center (MMAC) Space Manager, AMP-400. The RECO or the space manager should acknowledge the approved waiver and acquire the additional space, if available.

## **VI. EXEMPTIONS TO THE ADMINISTRATIVE SPACE STANDARD:**

Below is a list of examples of exempted space types from the administrative space standard. If an originating office's requirements do not fit any of the exemptions below, the RECO will make a determination on a case-by-case basis.

**A. Special Space** - Space with unique architectural/construction features, requiring the installation of special equipment or requires additional sums to construct, maintain and/or operate as compared to standard office and storage space. Special space provides space for an originating office to perform special or unique functions such as an engineer requiring a drafting desk, which is larger than a typical workstation.

Examples of special space:

1. Food Service Areas: Cafeterias, Snack Bars, Mechanical Vending Areas, and Private Kitchens.
2. Laboratories
3. Libraries with special stacks (shelving) requiring load-bearing floors (normal floor loading is 80 live load and 20 dead load).
4. High-density filing areas
5. Auditoriums
6. Training classrooms
7. Automatic Data Processing Rooms - areas having special features such as humidity and/or temperature control, raised flooring, and ceiling heights exceeding office standards, and extensive power requirements.
8. Computer rooms, telecommunication rooms with special environmental requirements
9. Computer Tape Vaults
10. Conference Rooms with special equipment and/or HVAC
11. Sensitive Compartmentalized Information Facility (SCIF) area
12. Hot Copy Rooms
13. Operating (Technical) space - see section C.
14. Shop type space
15. Light-Industrial type space

**B. Storage Space** - Storage space is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating including: supply rooms, storerooms, and file rooms that are not finished to office standards. Storage space is typically located in the basement or garage of a building.

**C. Operating (Technical) Space** - space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. Operating (Technical) space tends to be the dominant space in a facility whereas administrative is space supporting the operating function. Any administrative space requirements within operating space are subject to the 152.5 sq. ft. baseline.

**D.** Small, stand-alone operating field offices (i.e. Airport Field Office) that have eight or fewer total personnel should be housed as efficiently as possible.

**E.** The shape and design (configuration) of a building and its impact on space utilization may be considered an exemption. Although the originating office should submit to the RECO for review documentation to support this factor as an exemption.

## **VII. PLANNING AND DEVELOPING ADMINISTRATIVE SPACE REQUIREMENTS**

Prior to acquiring or constructing space, the originating office should submit their requirements to the acquiring organization, the RECO, in order to determine their actual space needs. Requirements received from the originating office may be general or specific in nature. If the originating office chooses to submit specific requirements, they may choose the option to fill out the Space Requirements Questionnaire (see Space Forms, 14) or any other space-planning checklist. When planning and developing their administrative space requirements, the originating office should use the administrative space standard as a baseline. Originating office should also remember that when developing requirements, the space measurement used is occupiable square footage. For more information on "occupiable square feet" see definitions section III.

Determine if vacant space is available at other FAA-owned or leased facilities for these administrative space needs. If the administrative space requires the construction of a new facility, first determine if FAA-owned property is available to build this facility on. The order of priority is to occupy existing a.) FAA-owned space b.) FAA-leased space c.) GSA controlled space prior to acquiring commercial or privately owned space. Provide ample notification to the RECO or FAA Space Management organization during the planning process to assure availability of space when it is needed.

The RECO can provide assistance to the originating office with filling out the questionnaire. If FAA or GSA space is not available, or special program needs dictate otherwise, then commercial or privately owned space may be acquired. It should be further noted that space requirements development (through the appropriate local space management organization) is one of the initial steps to begin the acquisition space process. Once an originating office submits their

requirements, the RECO can proceed with rest of the acquisition steps listed below. All the steps listed below are coordinated by the RECO with the originating office. For example the RECO sets up and attends all market surveys. Once the acquisition process is over the RECO is authorized to commit the government to using space.

Below are list of the steps for the acquisition space process.

1. Requirements and Planning
2. Advertising
3. Procurement Method
4. Market Survey
5. Request for Offers
6. Negotiations
7. Evaluation of Offers
8. Award

The above acquisition process varies slightly for space requirements under 10,000 square feet. For further information on the space acquisition process please see Space Guidance above.

*Questions to ask prior to planning and developing requirements:*

When an originating office is developing their requirements for administrative space, they should keep the following questions in mind. They may also work with the RECO in answering the questions together.

- Can a variation from the space standard be justified on the basis of mission or unique requirements?
- Is the planned assignment based on an open floor plan with systems furniture, with one workstation per person?
- Can adjustments be made for workstation sharing, telecommuting, hotelling, working in shifts, etc.?
- How much of existing space buildout can be used? How much space planning will be required?
- Will the building design and shape have an impact on the administrative support space percentage?

*Space Requirement Questionnaire:*

After the originating office has considered the above questions, they have the option of filling out "[Space Requirement Questionnaire](#)" or any other space-planning checklist. The RECO can assist the originating office with completing the Questionnaire. By completing the attached Questionnaire, the originating office can identify their specific requirements to support and justify their space needs. Once the originating office finishes the questionnaire, it should be forwarded to the acquiring organization for assistance in determining their final requirement.

## **VIII. BUDGET PLANNING FOR ADMINISTRATIVE SPACE REQUIREMENTS:**

When planning for space requirements an originating office should always consider the full economic cost of real property. All FAA organizations need to remember the importance of budget planning for real estate costs when beginning their initial planning of a space requirement(s). For all FAA owned and leased space, the originating office should prepare a line item budget for all employee space needs. All FAA organizations must be familiar with the budgetary impacts of long leases and plan accordingly if they contemplate leases for space that may exceed 5 years in duration. See OMB Circular A-11, Appendix B, "Budgetary Treatment of Lease Purchases and Leases of Capital Assets" for further information. ASU-400 prepares all GSA occupied space budget line items.

Furthermore, the originating office should consider preparing a budget line item for furniture (workstation) replacement every eight (8) years. The budget planning for space requirements by the originating office should also consider the periodic program modifications that would result in workspace expansion or alterations.

Suggestions to LOB/SO are to consider saving money.

- If an organization's current or future year budget proposes new programs or initiatives, include the real property implication of the programs. The organization should include funding projections for associated real property costs as well as the cost of the programs.
- Organizations should budget for space requirements in two phases. First, the organization should request a line item in their budget for their initial space request. Second, as the organization has defined their requirements, selected a site and received an estimated cost for buildout above the base lease, the organization should budget for a total lump sum amount instead of amortizing the entire design and construction cost.
- Organizations should perform a cost analysis to determine if it is more economical to construct a new facility rather than leasing.

## **IX - GSA CONTROLLED SPACE CLARIFICATION**

Headquarters (ASU-400) must approve all GSA controlled space requests prior to the acquiring organization (i.e. AXX-50) taking action on the request. LOBs/SOs must fund any new requests for space not previously identified in the GSA rent budget submission. LOBs/SOs must submit written mission related justification for any additional space requirements in excess of the 152.5 square feet baseline. If the request for additional space is approved, the LOB/SO must pay for the additional rental cost over the 152.5 square feet baseline. Depending on the operations



budget in any given fiscal year, LOBs/SOs may be charged for existing space that is occupied over the 152.5 square feet baseline. This means that if a LOB/SO currently has a utilization rate of 170 square feet per person, the LOB/SO will have to supplement the GSA rent for 17.5 square feet per person that they are over the 152.5 square feet baseline

Below are the rent supplementation procedures for GSA controlled space:

## **SUPPLEMENTATION PROCESS**

### **COVERED UNDER THE GSA**

### **RENT PROGRAM**

**The supplementation process outlined below is applicable to both regions and headquarters. The utilization rate of 152.5 square feet per person standard applies to both federal and approved FAA contract personnel housed in GSA controlled space. In addition, when a LOB or SO current utilization and future needs are being assessed, the Logistics Divisions in the regions and the Facilities Management Division at Headquarters will evaluate a their total square foot usage, including that occupied by its contractors. Base fund transfers will be the mechanism utilized to effect changes in rent fund allocations. This method allows all funding to remain under one accounting classification.**

**Prior to the supplementation process the region should complete the following:**

- Upon receiving a request for additional space from a LOB/SO, the region will evaluate the existing space of the LOB/SO. If the LOB/SO utilization rate for that location exceeds the 152.5 sq. ft. criteria, the feasibility of satisfying the requirement in the existing space should be determined.
- If the requirement can not be satisfied within the existing LOB/SO space, the region will determine if the request can be satisfied in other existing space (FAA owned or FAA leased, or other GSA assigned space)
- If the requirement can only be satisfied with additional space, the LOB/SO may pursue supplementation.

#### **Supplemental Procedures:**

1) Prepare a memorandum to the Manager of the Facilities Management Division, ASU-400 outlining the transfer of operational funds from the requesting office to the GSA rent account to cover GSA rent charges. NOTE: The transfer of F&E funding is not a viable option because GSA Rent is funded through operational dollars.

- 2) The memo will include justification for the additional space, location, and terms of the agreement, requesting office, square footage, and the annualized rental amount. For your convenience, attached is a sample memorandum.
- 3) The transfer of operational funds memorandum will have to be processed starting each fiscal year for the duration of the requirement. If the commencement date starts during the fiscal year, the date should agree with the month and day. Supplementation will be effective based on the month and day the space is occupied.
- 4) In the last year of the lease, transfer of the operational funds memorandum will only cover the months that organization will occupy the space.

#### Short-Term GSA Space (requirements one year or less)

- Headquarters Requests. The memorandum transferring funds will then be forwarded to the Manager of the Accounting Operations Division, AFM-200, to obligate the operational funds.
- Regional Requests. The requesting organization will prepare the memorandum and forward to their Logistics Office. The Realty specialist will evaluate the request and provide ASU-400 with the appropriate accounting code and copy of the memorandum. After review, ASU-400 will forward to AFM-200 to obligate the funds. The memorandum should be prepared two weeks prior to obligation.

#### Long-Term GSA Space (requirements one year or more)

- **ASU-400 will forward the headquarters and/or regional memorandum/request to ABU-200 with a courtesy copy sent to AFM-200.**
- ABU-200 will request LOB's Headquarters to approve the request to transfer the funding.
- Upon authorization from the Headquarters level, ABU-200 will prepare an allowance document to transfer the funds from the requesting organization's budget baseline and increase ASU-400 GSA Rent baseline. The memorandum should be prepared four weeks prior to obligation.

#### **X. Frequently Ask Questions (FAQ)**

Q: How do I determine the administrative space standard for my organization?

A: The standard is the same for all FAA administrative space, 152.5 square feet per person.

Q: What if my organization does not fit one of the examples of exemptions? What do I do and whom do I speak with?

A: If you are unsure if the type of space your organization occupies is exempted from the administrative space standard, you need to contact your region/center RECO (AXX-50's, AMP-1).

Q: Who decides if my space meets the exemptions or not?

A: The RECO will determine if your space is exempted from the standard.

Q: What if my organization needs help to fill out the "Space Requirement Questionnaire"?

A: If you need help filling out the Space Requirement Questionnaire, you can contact your region/center RECO. The RECO will help you fill out the form.

**New Content:** Real Estate Guidance :

## **Section 2.4.1 : Appendix A: Administrative Space Guidance**

### **I. General:**

The following guidance presents the space standard for all administrative space in FAA owned, leased and GSA controlled facilities. The following guidance is designed to promote the efficient utilization of FAA administrative office space. This guidance has been developed to help FAA LOB and Staff Offices (SO) effectively plan and manage FAA's real property use and cost. Since there are many variables associated with space, e.g. configuration of existing space, funding limitations, available furniture, etc., it makes it impossible to establish rigid space standards. Therefore the administrative space standard establishes a baseline for all FAA LOB and SO (referred to as the "originating office" in this document) to use in order to determine and evaluate individual administrative office needs. This space standard should be adhered to and deviated from only in those instances when documentation supports such deviation. This administrative space standard applies to all authorized personnel (i.e. permanent, temporary, part-time, seasonal employees and approved FAA contractors). It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

### **II. APPLICABILITY:**

This standard is applicable to all FAA owned, FAA leased and GSA controlled administrative space except for those facilities defined in Section VI, Exemptions to the Administrative Space Standard below. Existing space will be subject to the space standard when an originating office alters/reconfigures or acquires additional or new space or occupies GSA controlled space (see section IX, GSA Controlled Space).

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### **III. DEFINITIONS:**

Below are definitions for commonly used terms in this guidance.

1. **Administrative Primary Office Space** - Primary Office Space is the personnel-occupied area in which an activity's normal operational functions are performed. Space is allocated based on the total number of authorized personnel (permanent, temporary, part-time, seasonal employees and approved FAA contractors) occupying open or closed office work areas.
2. **Administrative Support Space** - All secondary/shared workstations, extraordinary circulation space, and space for those specific mission needs outside the agency's requirements for housing personnel. This includes space for mission needs such as reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and, conference rooms not having special buildout, library and reference areas.
3. **Acquiring Organization** - The regional real estate section in Logistics or the space management organization in the centers is the main point of contact for space requests.
4. **Common Use Space** – Space used by multiple FAA organizations and available for use by all FAA personnel. Space such as conference rooms (not associated with a single FAA organization), general reception areas, loading docks and shipping and receiving platforms, etc.
5. **Hotelling** - Employees reserve workspace in advance at the corporate office where there are fewer workspaces than staff (the ratio of staff to offices can be anywhere from 2:1 to 10:1 or higher).
6. **Joint Use Space** - Space that benefits all of the building tenants such as cafeterias, conference rooms (those not under FAA control), credit unions, snack bars, health/fitness facilities, and child care centers.
7. **Occupiable Square feet** - The method of measurement for the office area where FAA occupies a facility.

It is determined as follows:

- If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

- If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls or the center of tenant-separating partitions.

In either case, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including these enclosing walls:

- a. Toilets and lounges
- b. Stairwells
- c. Elevators and escalator shafts
- d. Building equipment and service areas
- e. Entrance and elevator lobbies
- f. Stacks and shafts and
- g. Corridors in place or required by local codes and ordinances.

8. **Office Space** - Space which provides an environment suitable for an office operation. There are two categories of office space: primary office space and support space (see definitions for Administrative Primary Office Space and Administrative Support Space for further details). Typical office standard space is constructed with the following finishes: carpet, lights, ceiling, HVAC and painted finished walls.

9. **Operating (Technical) Space** - Operating (technical) space is defined as space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

10. **Originating Office** - This may be either the using office or an office in the organizational or supervisory line with responsibility for obtaining space for the using office. This office develops space requirements and prepares a request for the space with sufficient information for development and validation of the requirements.

11. **Non-Office Personnel** - Personnel assigned to operational or other space should not count towards the administrative space utilization standard.

12. **Personnel** - means the peak number of persons to be housed by a LOB/SO during a single 8-hour shift, regardless of how many workstations is provided for them. In addition to permanent employees of the agency, personnel include temporary, part-time, seasonal, and approved contractual employees and budgeted vacancies. Regional or Field offices should also include detailees from other Regions, Headquarters and/or non-DOT agencies. Headquarter offices should include detailees from the Regions and/or non-DOT agencies but not from other

Headquarter offices. Employees of other LOB/SO who are housed in the space (i.e. Integrated Product Teams, etc.) are also included in the personnel total.

13. **Special Space** - Special space means unique architectural/construction features, requiring the installation of special equipment or requires additional monies above the standard office space to construct, maintain and/or operate as compared to office and storage space.

14. **Storage Space** - Space that is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating. Supply rooms, storerooms, file rooms and warehouse areas that are not finished to office standards are classified as storage space.

15. **Telecommuting** - (Work-at-home) Home-based workers who bring work to their home, eliminating the need to commute to the work site.

16. **Telecommuting Centers** - (Satellite Office) Alternative work site located closer to employees' homes that provide all office services. May be used on a full-time or part-time basis by those who want to shorten their commute but can not work from home, or by telecommuters as a support site for copying, faxing, etc.

17. **Types of Space** - There are three (3) types of space occupied by FAA: 1) FAA owned, 2) FAA leased, and 3) GSA controlled space.

#### **IV. UTILIZATION SPACE STANDARD:**

**The average utilization rate for all administrative space occupied by FAA LOB and SO will be 152.5 occupiable square feet per person (osf).** A person is the following type of employees: permanent, temporary, part-time, seasonal employees and approved FAA contractors. Any exemptions to this administrative space standard are defined in Section VI, Exemptions to the Administrative Space Standard below. The 152.5 is an average per person, however the square footage for any specific individual may vary up or down from the average.

The administrative space standard is a calculation involving the number of personnel, the circulation factor, and the following types of space: all office areas (closed or open), shared workstations, originating office conference rooms, reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and library and reference areas. Below is the method to calculate the utilization rate for originating office requirements.

1. **Administrative Office Space Utilization Rate:** The average Administrative Office Space utilization should not exceed 125 square feet per person. The 125 square feet per person is the utilization rate for the primary office area. Administrative Office space is all office areas where normal operational functions are performed by personnel (see Section II, administrative primary office space definition). This square footage standard stands regardless of the types of furniture options (freestanding, modular or systems). Circulation allowances are included in this number.

2. Administrative Support Space Percentage: The support space should not exceed 22 percent of the primary office space. Allowances may be made for those unique functions that require additional support space above the primary support factor of 22 percent. Administrative Support Space should accommodate the following areas: reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, mail areas, work areas, conference rooms not having special buildout, library and reference areas and aisles and corridors.
3. Total Utilization Rate Formula: The calculation formula for the average amount of administrative office and support space per person is as follows:  $125 \text{ sq. ft.} + (125 \text{ sq. ft.} \times 22\%) = \text{an average of } 152.5 \text{ osf per person}$

## **V. DEVIATIONS TO THE ADMINISTRATIVE SPACE STANDARD OF 152.5 SQUARE FEET**

The originating office must submit a written justification with the requirements package for any increase in space above the 152.5 square foot average per person standard to the approving official at the LOB/SO headquarters office. This written justification must be based upon mission or unique requirements such as limited space due to building configuration. The approving headquarters official must also certify funding availability. See Section VIII for additional details on funding. The originating office must send the approved waiver with requirements package to the RECO or to the Mike Monroney Aeronautical Center (MMAC) Space Manager, AMP-400. The RECO or the space manager should acknowledge the approved waiver and acquire the additional space, if available.

## **VI. EXEMPTIONS TO THE ADMINISTRATIVE SPACE STANDARD:**

Below is a list of examples of exempted space types from the administrative space standard. If an originating office's requirements do not fit any of the exemptions below, the RECO will make a determination on a case-by-case basis.

**A. Special Space** - Space with unique architectural/construction features, requiring the installation of special equipment or requires additional sums to construct, maintain and/or operate as compared to standard office and storage space. Special space provides space for an originating office to perform special or unique functions such as an engineer requiring a drafting desk, which is larger than a typical workstation.

Examples of special space:

1. Food Service Areas: Cafeterias, Snack Bars, Mechanical Vending Areas, and Private Kitchens.
2. Laboratories
3. Libraries with special stacks (shelving) requiring load-bearing floors (normal floor loading is 80 live load and 20 dead load).

4. High-density filing areas
5. Auditoriums
6. Training classrooms
7. Automatic Data Processing Rooms - areas having special features such as humidity and/or temperature control, raised flooring, and ceiling heights exceeding office standards, and extensive power requirements.
8. Computer rooms, telecommunication rooms with special environmental requirements
9. Computer Tape Vaults
10. Conference Rooms with special equipment and/or HVAC
11. Sensitive Compartmentalized Information Facility (SCIF) area
12. Hot Copy Rooms
13. Operating (Technical) space - see section C.
14. Shop type space
15. Light-Industrial type space

**B. Storage Space** - Storage space is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating including: supply rooms, storerooms, and file rooms that are not finished to office standards. Storage space is typically located in the basement or garage of a building.

**C. Operating (Technical) Space** - space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. Operating (Technical) space tends to be the dominant space in a facility whereas administrative is space supporting the operating function. Any administrative space requirements within operating space are subject to the 152.5 sq. ft. baseline.

**D.** Small, stand-alone operating field offices (i.e. Airport Field Office) that have eight or fewer total personnel should be housed as efficiently as possible.

**E.** The shape and design (configuration) of a building and its impact on space utilization may be considered an exemption. Although the originating office should submit to the RECO for review documentation to support this factor as an exemption.



## **VII. PLANNING AND DEVELOPING ADMINISTRATIVE SPACE REQUIREMENTS**

Prior to acquiring or constructing space, the originating office should submit their requirements to the acquiring organization, the RECO, in order to determine their actual space needs.

Requirements received from the originating office may be general or specific in nature. If the originating office chooses to submit specific requirements, they may choose the option to fill out the Space Requirements Questionnaire (see Space Forms, 14) or any other space-planning checklist. When planning and developing their administrative space requirements, the originating office should use the administrative space standard as a baseline. Originating office should also remember that when developing requirements, the space measurement used is occupiable square footage. For more information on "occupiable square feet" see definitions section III.

Determine if vacant space is available at other FAA-owned or leased facilities for these administrative space needs. If the administrative space requires the construction of a new facility, first determine if FAA-owned property is available to build this facility on. The order of priority is to occupy existing a.) FAA-owned space b.) FAA-leased space c.) GSA controlled space prior to acquiring commercial or privately owned space. Provide ample notification to the RECO or FAA Space Management organization during the planning process to assure availability of space when it is needed.

The RECO can provide assistance to the originating office with filling out the questionnaire. If FAA or GSA space is not available, or special program needs dictate otherwise, then commercial or privately owned space may be acquired. It should be further noted that space requirements development (through the appropriate local space management organization) is one of the initial steps to begin the acquisition space process. Once an originating office submits their requirements, the RECO can proceed with rest of the acquisition steps listed below. All the steps listed below are coordinated by the RECO with the originating office. For example the RECO sets up and attends all market surveys. Once the acquisition process is over the RECO is authorized to commit the government to using space.

Below are list of the steps for the acquisition space process.

1. Requirements and Planning
2. Advertising
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5. Request for Offers
6. Negotiations
7. Evaluation of Offers

## 8. Award

The above acquisition process varies slightly for space requirements under 10,000 square feet. For further information on the space acquisition process please see Space Guidance above.

### Questions to ask prior to planning and developing requirements:

When an originating office is developing their requirements for administrative space, they should keep the following questions in mind. They may also work with the RECO in answering the questions together.

- Can a variation from the space standard be justified on the basis of mission or unique requirements?
- Is the planned assignment based on an open floor plan with systems furniture, with one workstation per person?
- Can adjustments be made for workstation sharing, telecommuting, hotelling, working in shifts, etc.?
- How much of existing space buildout can be used? How much space planning will be required?
- Will the building design and shape have an impact on the administrative support space percentage?

### Space Requirement Questionnaire:

After the originating office has considered the above questions, they have the option of filling out "[Space Requirement Questionnaire](#)" or any other space-planning checklist. The RECO can assist the originating office with completing the Questionnaire. By completing the attached Questionnaire, the originating office can identify their specific requirements to support and justify their space needs. Once the originating office finishes the questionnaire, it should be forwarded to the acquiring organization for assistance in determining their final requirement.

## **VIII. BUDGET PLANNING FOR ADMINISTRATIVE SPACE REQUIREMENTS:**

When planning for space requirements an originating office should always consider the full economic cost of real property. All FAA organizations need to remember the importance of budget planning for real estate costs when beginning their initial planning of a space requirement(s). For all FAA owned and leased space, the originating office should prepare a line item budget for all employee space needs. All FAA organizations must be familiar with the budgetary impacts of long leases and plan accordingly if they contemplate leases for space that may exceed 5 years in duration. See OMB Circular A-11, Appendix B, "Budgetary Treatment of Lease Purchases and Leases of Capital Assets" for further information. ASU-400 prepares all GSA occupied space budget line items.

Furthermore, the originating office should consider preparing a budget line item for furniture (workstation) replacement every fifteen (15) years. The budget planning for space requirements

by the originating office should also consider the periodic program modifications that would result in workspace expansion or alterations.

Suggestions to LOB/SO are to consider saving money.

- If an organization's current or future year budget proposes new programs or initiatives, include the real property implication of the programs. The organization should include funding projections for associated real property costs as well as the cost of the programs.
- Organizations should budget for space requirements in two phases. First, the organization should request a line item in their budget for their initial space request. Second, as the organization has defined their requirements, selected a site and received an estimated cost for buildout above the base lease, the organization should budget for a total lump sum amount instead of amortizing the entire design and construction cost.
- Organizations should perform a cost analysis to determine if it is more economical to construct a new facility rather than leasing.

## **IX - GSA CONTROLLED SPACE CLARIFICATION**

Headquarters (ASU-400) must approve all GSA controlled space requests prior to the acquiring organization (i.e. AXX-50) taking action on the request. LOBs/SOs must fund any new requests for space not previously identified in the GSA rent budget submission. LOBs/SOs must submit written mission related justification for any additional space requirements in excess of the 152.5 square feet baseline. If the request for additional space is approved, the LOB/SO must pay for the additional rental cost over the 152.5 square feet baseline. Depending on the operations budget in any given fiscal year, LOBs/SOs may be charged for existing space that is occupied over the 152.5 square feet baseline. This means that if a LOB/SO currently has a utilization rate of 170 square feet per person, the LOB/SO will have to supplement the GSA rent for 17.5 square feet per person that they are over the 152.5 square feet baseline

Below are the rent supplementation procedures for GSA controlled space:

### **SUPPLEMENTATION PROCESS**

#### **COVERED UNDER THE GSA**

#### **RENT PROGRAM**

**The supplementation process outlined below is applicable to both regions and headquarters. The utilization rate of 152.5 square feet per person standard applies to both federal and approved FAA contract personnel housed in GSA controlled space. In addition, when a LOB or SO current utilization and future needs are being assessed, the Logistics Divisions in the regions and the Facilities Management Division at Headquarters will evaluate a their total square foot usage, including that occupied by its contractors. Base fund transfers will be the mechanism utilized to effect changes in rent**

**fund allocations. This method allows all funding to remain under one accounting classification.**

**Prior to the supplementation process the region should complete the following:**

- Upon receiving a request for additional space from a LOB/SO, the region will evaluate the existing space of the LOB/SO. If the LOB/SO utilization rate for that location exceeds the 152.5 sq. ft. criteria, the feasibility of satisfying the requirement in the existing space should be determined.
- If the requirement can not be satisfied within the existing LOB/SO space, the region will determine if the request can be satisfied in other existing space (FAA owned or FAA leased, or other GSA assigned space)
- If the requirement can only be satisfied with additional space, the LOB/SO may pursue supplementation.

**Supplemental Procedures:**

- 1) Prepare a memorandum to the Manager of the Facilities Management Division, ASU-400 outlining the transfer of operational funds from the requesting office to the GSA rent account to cover GSA rent charges. NOTE: The transfer of F&E funding is not a viable option because GSA Rent is funded through operational dollars.
- 2) The memo will include justification for the additional space, location, and terms of the agreement, requesting office, square footage, and the annualized rental amount. For your convenience, attached is a sample memorandum.
- 3) The transfer of operational funds memorandum will have to be processed starting each fiscal year for the duration of the requirement. If the commencement date starts during the fiscal year, the date should agree with the month and day. Supplementation will be effective based on the month and day the space is occupied.
- 4) In the last year of the lease, transfer of the operational funds memorandum will only cover the months that organization will occupy the space.

**Short-Term GSA Space (requirements one year or less)**

- Headquarters Requests. The memorandum transferring funds will then be forwarded to the Manager of the Accounting Operations Division, AFM-200, to obligate the operational funds.
- Regional Requests. The requesting organization will prepare the memorandum and forward to their Logistics Office. The Realty specialist will evaluate the request and provide ASU-400 with the appropriate accounting code and copy of the memorandum. After review, ASU-400 will forward to AFM-200 to obligate the funds. The memorandum should be prepared two weeks prior to obligation.

**Long-Term GSA Space (requirements one year or more)**

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- **ASU-400 will forward the headquarters and/or regional memorandum/request to ABU-200** with a courtesy copy sent to AFM-200.
- ABU-200 will request LOB's Headquarters to approve the request to transfer the funding.
- Upon authorization from the Headquarters level, ABU-200 will prepare an allowance document to transfer the funds from the requesting organization's budget baseline and increase ASU-400 GSA Rent baseline. The memorandum should be prepared four weeks prior to obligation.

## **X. Frequently Ask Questions (FAQ)**

Q: How do I determine the administrative space standard for my organization?

A: The standard is the same for all FAA administrative space, 152.5 square feet per person.

Q: What if my organization does not fit one of the examples of exemptions? What do I do and whom do I speak with?

A: If you are unsure if the type of space your organization occupies is exempted from the administrative space standard, you need to contact your region/center RECO (AXX-50's, AMP-1).

Q: Who decides if my space meets the exemptions or not?

A: The RECO will determine if your space is exempted from the standard.

Q: What if my organization needs help to fill out the "Space Requirement Questionnaire"?

A: If you need help filling out the Space Requirement Questionnaire, you can contact your region/center RECO. The RECO will help you fill out the form.

## **Red Line Content: Real Estate Guidance :**

### **Section 2.4.1 : Appendix A: Administrative Space Guidance**

#### **I. General:**

The following guidance presents the space standard for all administrative space in FAA owned, leased and GSA controlled facilities. The following guidance is designed to promote the

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efficient utilization of FAA administrative office space. This guidance has been developed to help FAA LOB and Staff Offices (SO) effectively plan and manage FAA's real property use and cost. Since there are many variables associated with space, e.g. configuration of existing space, funding limitations, available furniture, etc., it makes it impossible to establish rigid space standards. Therefore the administrative space standard establishes a baseline for all FAA LOB and SO (referred to as the "originating office" in this document) to use in order to determine and evaluate individual administrative office needs. This space standard should be adhered to and deviated from only in those instances when documentation supports such deviation. This administrative space standard applies to all authorized personnel (i.e. permanent, temporary, part-time, seasonal employees and approved FAA contractors). It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.

## **II. APPLICABILITY:**

This standard is applicable to all FAA owned, FAA leased and GSA controlled administrative space except for those facilities defined in Section VI, Exemptions to the Administrative Space Standard below. Existing space will be subject to the space standard when an originating office alters/reconfigures or acquires additional or new space or occupies GSA controlled space (see section IX, GSA Controlled Space).

## **III. DEFINITIONS:**

Below are definitions for commonly used terms in this guidance.

1. **Administrative Primary Office Space** - Primary Office Space is the personnel-occupied area in which an activity's normal operational functions are performed. Space is allocated based on the total number of authorized personnel (permanent, temporary, part-time, seasonal employees and approved FAA contractors) occupying open or closed office work areas.
2. **Administrative Support Space** - All secondary/shared workstations, extraordinary circulation space, and space for those specific mission needs outside the agency's requirements for housing personnel. This includes space for mission needs such as reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and, conference rooms not having special buildout, library and reference areas.
3. **Acquiring Organization** - The regional real estate section in Logistics or the space management organization in the centers is the main point of contact for space requests.
4. **Common Use Space** – Space used by multiple FAA organizations and available for use by all FAA personnel. Space such as conference rooms (not associated with a single FAA organization), general reception areas, loading docks and shipping and receiving platforms, etc.

5. **Hotelling** - Employees reserve workspace in advance at the corporate office where there are fewer workspaces than staff (the ratio of staff to offices can be anywhere from 2:1 to 10:1 or higher).

6. **Joint Use Space** - Space that benefits all of the building tenants such as cafeterias, conference rooms (those not under FAA control), credit unions, snack bars, health/fitness facilities, and child care centers.

7. **Occupiable Square feet** - The method of measurement for the office area where FAA occupies a facility.

It is determined as follows:

- If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

- If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls or the center of tenant-separating partitions.

In either case, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including these enclosing walls:

- a. Toilets and lounges
- b. Stairwells
- c. Elevators and escalator shafts
- d. Building equipment and service areas
- e. Entrance and elevator lobbies
- f. Stacks and shafts and
- g. Corridors in place or required by local codes and ordinances.

8. **Office Space** - Space which provides an environment suitable for an office operation. There are two categories of office space: primary office space and support space (see definitions for Administrative Primary Office Space and Administrative Support Space for further details). Typical office standard space is constructed with the following finishes: carpet, lights, ceiling, HVAC and painted finished walls.

9. **Operating (Technical) Space** - Operating (technical) space is defined as space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. It should be noted that Operating (Technical) Space for terminal should follow the Terminal Facilities Administrative and Operational Space Guidelines (October 30, 2007). Under this guidelines the administrative space follows the standard under this guidance.
10. **Originating Office** - This may be either the using office or an office in the organizational or supervisory line with responsibility for obtaining space for the using office. This office develops space requirements and prepares a request for the space with sufficient information for development and validation of the requirements.
11. **Non-Office Personnel** - Personnel assigned to operational or other space should not count towards the administrative space utilization standard.
12. **Personnel** - means the peak number of persons to be housed by a LOB/SO during a single 8-hour shift, regardless of how many workstations is provided for them. In addition to permanent employees of the agency, personnel include temporary, part-time, seasonal, and approved contractual employees and budgeted vacancies. Regional or Field offices should also include detailees from other Regions, Headquarters and/or non-DOT agencies. Headquarter offices should include detailees from the Regions and/or non-DOT agencies but not from other Headquarter offices. Employees of other LOB/SO who are housed in the space (i.e. Integrated Product Teams, etc.) are also included in the personnel total.
13. **Special Space** - Special space means unique architectural/construction features, requiring the installation of special equipment or requires additional monies above the standard office space to construct, maintain and/or operate as compared to office and storage space.
14. **Storage Space** - Space that is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating. Supply rooms, storerooms, file rooms and warehouse areas that are not finished to office standards are classified as storage space.
15. **Telecommuting** - (Work-at-home) Home-based workers who bring work to their home, eliminating the need to commute to the work site.
16. **Telecommuting Centers** - (Satellite Office) Alternative work site located closer to employees' homes that provide all office services. May be used on a full-time or part-time basis by those who want to shorten their commute but can not work from home, or by telecommuters as a support site for copying, faxing, etc.
17. **Types of Space** - There are three (3) types of space occupied by FAA: 1) FAA owned, 2) FAA leased, and 3) GSA controlled space.

#### **IV. UTILIZATION SPACE STANDARD:**

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**The average utilization rate for all administrative space occupied by FAA LOB and SO will be 152.5 occupiable square feet per person (osf).** A person is the following type of employees: permanent, temporary, part-time, seasonal employees and approved FAA contractors. Any exemptions to this administrative space standard are defined in Section VI, Exemptions to the Administrative Space Standard below. The 152.5 is an average per person, however the square footage for any specific individual may vary up or down from the average.

The administrative space standard is a calculation involving the number of personnel, the circulation factor, and the following types of space: all office areas (closed or open), shared workstations, originating office conference rooms, reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, and library and reference areas. Below is the method to calculate the utilization rate for originating office requirements.

1. Administrative Office Space Utilization Rate: The average Administrative Office Space utilization should not exceed 125 square feet per person. The 125 square feet per person is the utilization rate for the primary office area. Administrative Office space is all office areas where normal operational functions are performed by personnel (see Section II, administrative primary office space definition). This square footage standard stands regardless of the types of furniture options (freestanding, modular or systems). Circulation allowances are included in this number.
2. Administrative Support Space Percentage: The support space should not exceed 22 percent of the primary office space. Allowances may be made for those unique functions that require additional support space above the primary support factor of 22 percent. Administrative Support Space should accommodate the following areas: reception/waiting areas, meeting areas, file areas, central storage areas, processing areas, mail areas, work areas, conference rooms not having special buildout, library and reference areas and aisles and corridors.
3. Total Utilization Rate Formula: The calculation formula for the average amount of administrative office and support space per person is as follows:  $125 \text{ sq. ft.} + (125 \text{ sq. ft.} \times 22\%) = \text{an average of } 152.5 \text{ osf per person}$

## **V. DEVIATIONS TO THE ADMINISTRATIVE SPACE STANDARD OF 152.5 SQUARE FEET**

The originating office must submit a written justification with the requirements package for any increase in space above the 152.5 square foot average per person standard to the approving official at the LOB/SO headquarters office. This written justification must be based upon mission or unique requirements such as limited space due to building configuration. The approving headquarters official must also certify funding availability. See Section VIII for additional details on funding. The originating office must send the approved waiver with requirements package to the RECO or to the Mike Monroney Aeronautical Center (MMAC) Space Manager, AMP-400. The RECO or the space manager should acknowledge the approved waiver and acquire the additional space, if available.

## VI. **EXEMPTIONS TO THE ADMINISTRATIVE SPACE STANDARD:**

Below is a list of examples of exempted space types from the administrative space standard. If an originating office's requirements do not fit any of the exemptions below, the RECO will make a determination on a case-by-case basis.

**A. Special Space** - Space with unique architectural/construction features, requiring the installation of special equipment or requires additional sums to construct, maintain and/or operate as compared to standard office and storage space. Special space provides space for an originating office to perform special or unique functions such as an engineer requiring a drafting desk, which is larger than a typical workstation.

Examples of special space:

1. Food Service Areas: Cafeterias, Snack Bars, Mechanical Vending Areas, and Private Kitchens.
2. Laboratories
3. Libraries with special stacks (shelving) requiring load-bearing floors (normal floor loading is 80 live load and 20 dead load).
4. High-density filing areas
5. Auditoriums
6. Training classrooms
7. Automatic Data Processing Rooms - areas having special features such as humidity and/or temperature control, raised flooring, and ceiling heights exceeding office standards, and extensive power requirements.
8. Computer rooms, telecommunication rooms with special environmental requirements
9. Computer Tape Vaults
10. Conference Rooms with special equipment and/or HVAC
11. Sensitive Compartmentalized Information Facility (SCIF) area
12. Hot Copy Rooms
13. Operating (Technical) space - see section C.
14. Shop type space

## 15. Light-Industrial type space

**B. Storage Space** - Storage space is not constructed to office type standards and is only suitable for storage purposes. Space generally consisting of concrete, woodblock, or unfinished floors, bare block or brick interior walls; unfinished ceiling; and similar construction containing minimal lighting and heating including: supply rooms, storerooms, and file rooms that are not finished to office standards. Storage space is typically located in the basement or garage of a building.

**C. Operating (Technical) Space** - space required to house the installation or operation of air traffic control and/or air navigation equipment, research and development laboratories and other project-related spaces. Operating (Technical) space tends to be the dominant space in a facility whereas administrative is space supporting the operating function. Any administrative space requirements within operating space are subject to the 152.5 sq. ft. baseline.

**D.** Small, stand-alone operating field offices (i.e. Airport Field Office) that have eight or fewer total personnel should be housed as efficiently as possible.

**E.** The shape and design (configuration) of a building and its impact on space utilization may be considered an exemption. Although the originating office should submit to the RECO for review documentation to support this factor as an exemption.

## **VII. PLANNING AND DEVELOPING ADMINISTRATIVE SPACE REQUIREMENTS**

Prior to acquiring or constructing space, the originating office should submit their requirements to the acquiring organization, the RECO, in order to determine their actual space needs. Requirements received from the originating office may be general or specific in nature. If the originating office chooses to submit specific requirements, they may choose the option to fill out the Space Requirements Questionnaire (see Space Forms, 14) or any other space-planning checklist. When planning and developing their administrative space requirements, the originating office should use the administrative space standard as a baseline. Originating office should also remember that when developing requirements, the space measurement used is occupiable square footage. For more information on "occupiable square feet" see definitions section III.

Determine if vacant space is available at other FAA-owned or leased facilities for these administrative space needs. If the administrative space requires the construction of a new facility, first determine if FAA-owned property is available to build this facility on. The order of priority is to occupy existing a.) FAA-owned space b.) FAA-leased space c.) GSA controlled space prior to acquiring commercial or privately owned space. Provide ample notification to the RECO or FAA Space Management organization during the planning process to assure availability of space when it is needed.

The RECO can provide assistance to the originating office with filling out the questionnaire. If FAA or GSA space is not available, or special program needs dictate otherwise, then commercial or privately owned space may be acquired. It should be further noted that space requirements

development (through the appropriate local space management organization) is one of the initial steps to begin the acquisition space process. Once an originating office submits their requirements, the RECO can proceed with rest of the acquisition steps listed below. All the steps listed below are coordinated by the RECO with the originating office. For example the RECO sets up and attends all market surveys. Once the acquisition process is over the RECO is authorized to commit the government to using space.

Below are list of the steps for the acquisition space process.

1. Requirements and Planning
2. Advertising
3. Procurement Method
4. Market Survey
5. Request for Offers
6. Negotiations
7. Evaluation of Offers
8. Award

The above acquisition process varies slightly for space requirements under 10,000 square feet. For further information on the space acquisition process please see Space Guidance above.

*Questions to ask prior to planning and developing requirements:*

When an originating office is developing their requirements for administrative space, they should keep the following questions in mind. They may also work with the RECO in answering the questions together.

- Can a variation from the space standard be justified on the basis of mission or unique requirements?
- Is the planned assignment based on an open floor plan with systems furniture, with one workstation per person?
- Can adjustments be made for workstation sharing, telecommuting, hotelling, working in shifts, etc.?
- How much of existing space buildout can be used? How much space planning will be required?
- Will the building design and shape have an impact on the administrative support space percentage?

*Space Requirement Questionnaire:*

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After the originating office has considered the above questions, they have the option of filling out "[Space Requirement Questionnaire](#)" or any other space-planning checklist. The RECO can assist the originating office with completing the Questionnaire. By completing the attached Questionnaire, the originating office can identify their specific requirements to support and justify their space needs. Once the originating office finishes the questionnaire, it should be forwarded to the acquiring organization for assistance in determining their final requirement.

## **VIII. BUDGET PLANNING FOR ADMINISTRATIVE SPACE REQUIREMENTS:**

When planning for space requirements an originating office should always consider the full economic cost of real property. All FAA organizations need to remember the importance of budget planning for real estate costs when beginning their initial planning of a space requirement(s). For all FAA owned and leased space, the originating office should prepare a line item budget for all employee space needs. All FAA organizations must be familiar with the budgetary impacts of long leases and plan accordingly if they contemplate leases for space that may exceed 5 years in duration. See OMB Circular A-11, Appendix B, "Budgetary Treatment of Lease Purchases and Leases of Capital Assets" for further information. ASU-400 prepares all GSA occupied space budget line items.

Furthermore, the originating office should consider preparing a budget line item for furniture (workstation) replacement every ~~eight~~**fifteen (815)** years. The budget planning for space requirements by the originating office should also consider the periodic program modifications that would result in workspace expansion or alterations.

Suggestions to LOB/SO are to consider saving money.

- If an organization's current or future year budget proposes new programs or initiatives, include the real property implication of the programs. The organization should include funding projections for associated real property costs as well as the cost of the programs.
- Organizations should budget for space requirements in two phases. First, the organization should request a line item in their budget for their initial space request. Second, as the organization has defined their requirements, selected a site and received an estimated cost for buildout above the base lease, the organization should budget for a total lump sum amount instead of amortizing the entire design and construction cost.
- Organizations should perform a cost analysis to determine if it is more economical to construct a new facility rather than leasing.

## **IX - GSA CONTROLLED SPACE CLARIFICATION**

Headquarters (ASU-400) must approve all GSA controlled space requests prior to the acquiring organization (i.e. AXX-50) taking action on the request. LOBs/SOs must fund any new requests for space not previously identified in the GSA rent budget submission. LOBs/SOs must submit written mission related justification for any additional space requirements in excess of the 152.5 square feet baseline. If the request for additional space is approved, the LOB/SO must pay for the additional rental cost over the 152.5 square feet baseline. Depending on the operations

budget in any given fiscal year, LOBs/SOs may be charged for existing space that is occupied over the 152.5 square feet baseline. This means that if a LOB/SO currently has a utilization rate of 170 square feet per person, the LOB/SO will have to supplement the GSA rent for 17.5 square feet per person that they are over the 152.5 square feet baseline

Below are the rent supplementation procedures for GSA controlled space:

## **SUPPLEMENTATION PROCESS**

### **COVERED UNDER THE GSA**

#### **RENT PROGRAM**

**The supplementation process outlined below is applicable to both regions and headquarters. The utilization rate of 152.5 square feet per person standard applies to both federal and approved FAA contract personnel housed in GSA controlled space. In addition, when a LOB or SO current utilization and future needs are being assessed, the Logistics Divisions in the regions and the Facilities Management Division at Headquarters will evaluate a their total square foot usage, including that occupied by its contractors. Base fund transfers will be the mechanism utilized to effect changes in rent fund allocations. This method allows all funding to remain under one accounting classification.**

**Prior to the supplementation process the region should complete the following:**

- Upon receiving a request for additional space from a LOB/SO, the region will evaluate the existing space of the LOB/SO. If the LOB/SO utilization rate for that location exceeds the 152.5 sq. ft. criteria, the feasibility of satisfying the requirement in the existing space should be determined.
- If the requirement can not be satisfied within the existing LOB/SO space, the region will determine if the request can be satisfied in other existing space (FAA owned or FAA leased, or other GSA assigned space)
- If the requirement can only be satisfied with additional space, the LOB/SO may pursue supplementation.

#### **Supplemental Procedures:**

- 1) Prepare a memorandum to the Manager of the Facilities Management Division, ASU-400 outlining the transfer of operational funds from the requesting office to the GSA rent account to cover GSA rent charges. NOTE: The transfer of F&E funding is not a viable option because GSA Rent is funded through operational dollars.
- 2) The memo will include justification for the additional space, location, and terms of the agreement, requesting office, square footage, and the annualized rental amount. For your convenience, attached is a sample memorandum.

3) The transfer of operational funds memorandum will have to be processed starting each fiscal year for the duration of the requirement. If the commencement date starts during the fiscal year, the date should agree with the month and day. Supplementation will be effective based on the month and day the space is occupied.

4) In the last year of the lease, transfer of the operational funds memorandum will only cover the months that organization will occupy the space.

#### Short-Term GSA Space (requirements one year or less)

- Headquarters Requests. The memorandum transferring funds will then be forwarded to the Manager of the Accounting Operations Division, AFM-200, to obligate the operational funds.
- Regional Requests. The requesting organization will prepare the memorandum and forward to their Logistics Office. The Realty specialist will evaluate the request and provide ASU-400 with the appropriate accounting code and copy of the memorandum. After review, ASU-400 will forward to AFM-200 to obligate the funds. The memorandum should be prepared two weeks prior to obligation.

#### Long-Term GSA Space (requirements one year or more)

- **ASU-400 will forward the headquarters and/or regional memorandum/request to ABU-200 with a courtesy copy sent to AFM-200.**
- ABU-200 will request LOB's Headquarters to approve the request to transfer the funding.
- Upon authorization from the Headquarters level, ABU-200 will prepare an allowance document to transfer the funds from the requesting organization's budget baseline and increase ASU-400 GSA Rent baseline. The memorandum should be prepared four weeks prior to obligation.

### **X. Frequently Ask Questions (FAQ)**

Q: How do I determine the administrative space standard for my organization?

A: The standard is the same for all FAA administrative space, 152.5 square feet per person.

Q: What if my organization does not fit one of the examples of exemptions? What do I do and whom do I speak with?

A: If you are unsure if the type of space your organization occupies is exempted from the administrative space standard, you need to contact your region/center RECO (AXX-50's, AMP-1).

Q: Who decides if my space meets the exemptions or not?

A: The RECO will determine if your space is exempted from the standard.

Q: What if my organization needs help to fill out the "Space Requirement Questionnaire"?

A: If you need help filling out the Space Requirement Questionnaire, you can contact your region/center RECO. The RECO will help you fill out the form.

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### **Section 1.3.10 : Cancellation Agreement**

**Old Content:** Real Estate Guidance :

#### **Section 1.3.10 : Cancellation Agreement**

U.S. Department

of Transportation

**Federal Aviation**

**Administration**

## **CANCELLATION AGREEMENT**

It is hereby agreed that the \_\_\_\_\_ (lease, license, agreement), dated \_\_\_\_\_, bearing contract number \_\_\_\_\_ entered into between \_\_\_\_\_ and the United States of America for: \_\_\_\_\_ (brief descriptions of what facility is being decommissioned or cancelled), shall terminate effective as of \_\_\_\_\_ (date).



UNITED STATES OF AMERICA,

BY \_\_\_\_\_

Real Estate Contracting Officer

\_\_\_\_\_  
**New Content: Real Estate Guidance :**  
**Section 1.3.10 : Cancellation Agreement**

**U.S. Department of Transportation  
Federal Aviation Administration**

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UNITED STATES OF AMERICA,  
BY

\_\_\_\_\_  
Real Estate Contracting Officer

**Red Line Content:** Real Estate Guidance :  
**Section 1.3.10 : Cancellation Agreement**

**U.S. Department of Transportation-~~Federal~~**  
**Federal Aviation-Administration**

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\_\_\_\_\_(date).\_\_\_\_\_

UNITED STATES OF AMERICA,\_\_\_\_\_  
**BY**

\_\_\_\_\_  
\_\_\_\_\_ **BY** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ **Real** \_\_\_\_\_  
**Real** Estate Contracting Officer-

**Section 2.6.22 : Cancellation Agreement**

**Old Content:** Real Estate Guidance :

**Section 2.6.22 : Cancellation Agreement**

U.S. Department

of Transportation

**Federal Aviation**

**Administration**

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UNITED STATES OF AMERICA,

BY \_\_\_\_\_

Real Estate Contracting Officer

**New Content: Real Estate Guidance :**  
**Section 2.6.22 : Cancellation Agreement**

**U.S. Department of Transportation  
Federal Aviation Administration**

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UNITED STATES OF AMERICA,  
BY

\_\_\_\_\_  
Real Estate Contracting Officer

**Red Line Content:** Real Estate Guidance :  
**Section 2.6.22 : Cancellation Agreement**

**U.S. Department of Transportation-~~Federal~~**  
**Federal Aviation-Administration**

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UNITED STATES OF AMERICA, —  
**BY**

\_\_\_\_\_ **BY** \_\_\_\_\_

\_\_\_\_\_ **Real** \_\_\_\_\_

**Real** Estate Contracting Officer—

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**Section 2.6.1 : Antenna and Rack Space Template**  
**Old Content:** Real Estate Guidance :  
**Section 2.6.1 : Antenna and Rack Space Template**

**FEDERAL AVIATION ADMINISTRATION**

ANTENNA AND RACK SPACE LEASE

FOR REAL PROPERTY

LEASE NUMBER

DTFA\_\_-\_\_-\_\_\_\_\_

Date of Lease:\_\_\_\_\_

1. THIS LEASE (9/98), entered into by and between \_\_\_\_\_ whose interest in the property hereinafter described is that of \_\_\_\_\_, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises\_\_\_\_\_ shall be related to the FAA's activities in support of Air Traffic operations.

3. TERM (1/01) - To have and to hold, for the term commencing on\_\_\_\_\_ and continuing through\_\_\_\_\_ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after \_\_\_\_\_by giving at least \_\_\_\_\_days notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$\_\_\_\_\_ per \_\_\_\_\_will be payable to the LESSOR in arrears and will be due on the first workday of each \_\_\_\_\_, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a \_\_\_\_\_ will be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.

ELECTRICITY

SNOW REMOVAL

GROUND MAINTENANCE

7. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03)

All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,

800 Independence Ave., SW,

Room 323,

Washington, DC 20591

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720

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A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted. Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,

800 Independence Ave., SW,

Room 323,

Washington, DC 20591,

Telephone: (202) 267-3290; or  
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. INTERFERENCE (10/08)



Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

g. COORDINATION (10/08)

The FAA will receive permission from the lessor prior to installing any new equipment at the site.

h. NOTICES (10/96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

XXXX Location

ADDRESS

CITY, STATE, ZIP CODE

FEDERAL AVIATION ADMINISTRATION

ATTN: REAL ESTATE, XXX-XX(SYMBOL)

ADDRESS

i. The following clauses are incorporated by reference: The full text of these clauses can be found in Standard Space Lease Form via the Internet at <http://fast.faa.gov>

-DEFAULT BY LESSOR (10/96)

-COMPLIANCE WITH APPLICABLE LAWS (10/96)

-OFFICIALS NOT TO BENEFIT (10/96)

-COVENANT AGAINST CONTINGENT FEES (8/02)

-ANTI-KICKBACK (10/96)

-EXAMINATION OF RECORDS (10/96)

-SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

-LESSOR'S SUCCESSOR (10/96)

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-EFT (10/06)

<b>8a. NAME AND TITLE OF LESSOR/OWNER</b> <i>(Type or Print)</i>	<b>8b. SIGNATURE OF OWNER</b>	<b>8c. DATE</b>
<b>THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.</b>		
<b>9a. NAME OF REAL ESTATE CONTRACTING OFFICER</b> <i>(Type or Print)</i>	<b>9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER</b>	<b>9c. DATE</b>

### Section 2.6.1 : Antenna and Rack Space Template

**FEDERAL AVIATION ADMINISTRATION  
ANTENNA AND RACK SPACE LEASE  
FOR REAL PROPERTY  
LEASE NUMBER  
DTFA - - - - -**

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises\_\_\_\_\_ shall be related to the FAA's activities in support of Air Traffic operations.

3. TERM (1/01) - To have and to hold, for the term commencing on \_\_\_\_\_ and continuing through \_\_\_\_\_ inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after \_\_\_\_\_ by giving at least \_\_\_\_\_ days notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ will be payable to the LESSOR in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a \_\_\_\_\_ will be prorated. Checks will be made payable to:

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08)  
Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.

-ELECTRICITY

-SNOW REMOVAL

-GROUND MAINTENANCE

-OTHER SERVICES

7. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03)

All contract disputes and arising under or related to this lease contract will be resolved through

the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:  
Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., SW,  
Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. PROTEST (11/03)

Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:  
Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., SW,  
Room 323,  
Washington, DC 20591,  
Telephone: (202) 267-3290; or  
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of

the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. INTERFERENCE (10/08)

Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

g. COORDINATION (10/08)

The FAA will receive permission from the lessor prior to installing any new equipment at the site.

h. NOTICES (10/96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

XXXX Location

ADDRESS

CITY, STATE, ZIP CODE

FEDERAL AVIATION ADMINISTRATION

ATTN: REAL ESTATE, XXX-XX(SYMBOL)

ADDRESS

i. The following clauses are incorporated by reference: The full text of these clauses can be found in Standard Space Lease Form via the Internet at <http://fast.faa.gov>

-DEFAULT BY LESSOR (10/96)

-COMPLIANCE WITH APPLICABLE LAWS (10/96)

-OFFICIALS NOT TO BENEFIT (10/96)

-COVENANT AGAINST CONTINGENT FEES (8/02)

-ANTI-KICKBACK (10/96)

-EXAMINATION OF RECORDS (10/96)

-SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (10/96)

-LESSOR'S SUCCESSOR (10/96)

-CCR (10/06)

-EFT (10/06)

IN WITNESS WHEREOF, the parties hereto have signed their names:

8a. NAME AND TITLE OF LESSOR/OWNER ( <i>Type or Print</i> )	8b. SIGNATURE OF OWNER	8c. DATE



without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a \_\_\_\_\_ will be prorated. Checks will be made payable to:

-

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08) ~~Services~~ Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.-

~~ELECTRICITY~~

~~SNOW REMOVAL~~

~~GROUND MAINTENANCE~~

~~OTHER SERVICES~~

7. GENERAL CLAUSES:-~~a~~

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.-

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03) ~~All~~

All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address: ~~Office~~ Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration, ~~800~~  
800 Independence Ave., SW, ~~Room~~

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Room 323, ~~Washington~~  
Washington, DC 20591 ~~Telephone~~  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. ~~The~~  
The full text of the Contract Disputes clause is incorporated by reference. Upon request the ~~full~~ text will be provided by the RECO.

e. PROTEST (11/03) ~~Protests~~  
Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies ~~have~~ been exhausted. Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at: ~~Office~~  
Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration, ~~800~~  
800 Independence Ave., SW, ~~Room~~  
Room 323, ~~Washington~~  
Washington, DC 20591, ~~Telephone~~  
Telephone: (202) 267-3290; or  
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing. ~~The~~  
The full text of the Contract Protest clause is incorporated by reference. Upon request the ~~full~~ text will be provided by the RECO. -

f. INTERFERENCE ~~Should~~ (10/08) ~~Should~~  
Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.-



g. COORDINATION (10/08)-~~The~~

The FAA will receive permission from the lessor prior to installing any new equipment at the site.

h. NOTICES (10/96)-~~AH~~

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows: ~~XXXX~~

XXXX Location ~~ADDRESS CITY~~

ADDRESS

CITY, STATE, ZIP CODE ~~FEDERAL~~

FEDERAL AVIATION ADMINISTRATION ~~ATTN~~

ATTN: REAL ESTATE, XXX-XX(SYMBOL) ~~ADDRESS~~ \_\_\_\_\_

ADDRESS -

i. The following clauses are incorporated by reference: The full text of these clauses can be found in Standard Space Lease-~~Form~~ via the Internet at <http://fast.faa.gov>

-DEFAULT BY LESSOR (10/96)

-COMPLIANCE WITH APPLICABLE LAWS (10/96)

-OFFICIALS NOT TO BENEFIT (10/96)

-COVENANT AGAINST CONTINGENT FEES (8/02)

-ANTI-KICKBACK (10/96)

-EXAMINATION OF RECORDS (10/96)

-SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

-LESSOR'S SUCCESSOR (10/96)

-CCR (10/06)

-EFT (10/06)

IN WITNESS WHEREOF, the parties hereto have signed their names:

8a. NAME AND TITLE OF LESSOR/OWNER (Type or Print)	8b. SIGNATURE OF OWNER	8c. DATE  (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA- UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER (Type or Print)	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE

		(10/96)
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### Section 1.3.2 : Land Off an Airport

Old Content: Real Estate Guidance :

Section 1.3.2 : Land Off an Airport

## U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

### LAND LEASE OFF AIRPORT

**Lease No:** DTFA\_\_ - \_\_ - L - \_\_ - \_\_ - \_\_ - \_\_

(a) (b) (c)

[a=local designator, b=fiscal year, c= five digit lease #]

**Geographical Location:** (Physical location - City, State, ZIP)

THIS LEASE is hereby entered into by (\_full name of lessor)\_\_\_\_\_ whose address is (insert complete address) hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

#### 1. PREMISES (AUG-02) :

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

INSERT LEGAL DESCRIPTION OF THE PROPERTY; INCLUDE THE LEGAL DESCRIPTION OF THE CLEAR ZONES AND EASEMENTS. INCLUDE THE QUANTATIVE TOTAL ACREAGE AND BREAKOUT OF THE ACREAGE AS FOLLOWS: 1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.

A. Together with a right-of-way for ingress to and egress from the premises; (For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

## **2. TERM (AUG-02):**

To have and to hold, for the term commencing on \_\_\_\_\_ and continuing through \_\_\_\_\_ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

## **3. RENEWAL OPTIONS (JUL-07):**

The lease may, at the option of the Government, be extended beyond \_\_\_\_\_ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond \_\_\_\_\_. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

## **4. DAY-TO-DAY LEASE EXTENSION (AUG-02):**

The Government may continue to occupy the premises for not to exceed \_\_\_\_\_ days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis

at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the \_\_\_\_\_ day period expires: (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

**5. CONSIDERATION (COST) (AUG-02) :**

The Government shall pay the Lessor rental for the premises in the amount of \$\_\_\_\_\_ per \_\_\_\_\_ during the lease period. Payments shall be made in arrears at the end of each \_\_\_\_\_ without the submission of invoices or vouchers. The payments shall be made to: (Lessor's full name) and sent to: (Lessor's full address) or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

**6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06) :**

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) *Contractor's EFT information.* The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) *EFT and Change of Name or Ownership Changes.* If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The accounting office will forward to the Contractor available payment information that is suitable

for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

**7A.CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06)**

**Note:Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)**

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number; Data Universal Numbering System (DUNS) Number - Real Property; the offerors DUNS or DUNS+4 number that identifies the offeror; s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company\* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.



(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

\* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

b) Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the

contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**7B.CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)**

(a) Definitions. As used in this clause "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

**DUNS OR DUNS+4 NUMBER:** \_\_\_\_\_

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

**7C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR  
REGISTRATION (CCR) (Oct-06)**

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) \_\_\_\_\_/\_\_\_\_\_

Signature of Offeror

/Date

**7D. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)** Delete if  
you utilize CCR clauses 7A, 7B & 7C above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

**8. INTEREST FOR LATE PAYMENTS (AUG-02):**

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within (insert days, 30, 45, 60, etc.) days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid (insert time frame) in arrears and will be due on (insert appropriate wording).

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The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retained in accordance with the terms of the contract.

**9. CONSIDERATION(NO COST) (AUG-02):** The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

**10. CANCELLATION (AUG-02):**

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least \_\_\_\_\_ days before the effective termination date.

**11. QUIET ENJOYMENT (OCT-96):**

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

**12. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):**

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

### **13. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):**

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

### **14. NOTICES (OCT-96):**

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

#### **TO LESSOR:**

Insert full name and address of party authorized to receive notices/correspondence

#### **TO GOVERNMENT:**

Insert full name and address of FAA contracting branch

### **15a. CONTRACT DISPUTES (Nov. 03)**

All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where

available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

#### **15b. PROTEST (Nov. 03)**

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,

Washington, DC 20591  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**16. ANTI-KICKBACK (OCT-96):**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

**17. ASSIGNMENT OF CLAIMS (OCT-96):**

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

**18. COVENANT AGAINST CONTINGENT FEES (AUG-02):**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

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**19. OFFICIALS NOT TO BENEFIT (OCT-96):**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

**20. NON-RESTORATION (OCT-96):**

It is hereby agreed between the parties, that upon termination of its occupancy (due to termination or expiration of the lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**21. EXAMINATION OF RECORDS (AUG-02):**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**22. LEASE SUCCESSION (AUG-02):** This lease supersedes Lease No.

DTFA\_\_-\_\_-L-\_\_\_\_\_ and all other previous agreements between the parties for the leased property described in this document.

**23. SIGNATURE BLOCK (AUG 02):**

IN WITNESS WHEREOF, the parties hereto have signed their names:

**LESSOR:**

\_\_\_\_\_ Date:\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Official Title)

**UNITED STATES OF AMERICA:**

\_\_\_\_\_  
(Signature) \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

**New Content: Real Estate Guidance :**  
**Section 1.3.2 : Land Off an Airport**

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION  
ADMINISTRATION**

**LAND LEASE OFF AIRPORT**

**Lease No: DTFA\_\_ - \_\_ - L - \_ \_ \_ \_ \_**

**(a) (b) (c)**

**[a=local designator, b=fiscal year, c= five digit lease #]**

**Geographical Location: (Physical location - City, State, ZIP)**

THIS LEASE is hereby entered into by (\_full name of lessor)\_\_\_\_\_ whose address is (insert complete address) hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

**1. PREMISES (AUG-02):**

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

**INSERT LEGAL DESCRIPTION OF THE PROPERTY; INCLUDE THE LEGAL DESCRIPTION OF THE CLEAR ZONES AND EASEMENTS. INCLUDE THE QUANTATIVE TOTAL ACREAGE AND BREAKOUT OF THE ACREAGE AS FOLLOWS:  
1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.**

A. Together with a right-of-way for ingress to and egress from the premises;(For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a  
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right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on \_\_\_\_\_ and continuing through \_\_\_\_\_ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3. RENEWAL OPTIONS (JUL-07):

The lease may, at the option of the Government, be extended beyond \_\_\_\_\_ at the rental rate established in Clause 5 herein and upon the terms and conditions herein specified and no extension shall extend beyond \_\_\_\_\_. The Government shall notify the lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

5. CONSIDERATION (COST) (AUG-02):

The Government shall pay the Lessor rental for the premises in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ during the lease period. Payments shall be made in arrears at the end of each \_\_\_\_\_ without the submission of invoices or vouchers. The payments shall be made to: (Lessor's full name) and sent to: (Lessor's full address) or directly deposited in accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day a check is dated or an electronic funds transfer is made.

OR

5. CONSIDERATION (NO COST) (AUG-02): The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

9. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of

the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least \_\_\_\_\_ days before the effective termination date.

#### 6. PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

##### (a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

##### (e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website:

<https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7A.CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06) Note: Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06)

The FAA uses the Central Contractor Registration (CCR) system as the primary means to

maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for: "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government." Contractor" is synonymous with "Lessor" for real property leases or other contracts; "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities;"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern; (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern; "Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property the offerors DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company\* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

\* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;

b) Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1)

(i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### 7B.CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause); "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 numbers below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database; DUNS OR DUNS+4 NUMBER:

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(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

#### 7C. CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".



(b) \_\_\_\_\_ / \_\_\_\_\_  
Signature of Offeror /Date

7D. CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses 7A, 7B & 7C above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

#### 8. INTEREST FOR LATE PAYMENTS (AUG-02):

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within (insert days, 30, 45,60, etc.) days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid (insert time frame) in arrears and will be due on (insert appropriate wording). The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retained in accordance with the terms of the contract.

#### 9. DAY-TO-DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for not to exceed \_\_\_\_\_ days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the \_\_\_\_\_ day period expires; (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

10. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

11. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

12. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

13. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR:

Insert full name and address of party authorized to receive notices/correspondence

TO GOVERNMENT:

Insert full name and address of FAA contracting branch

14a. CONTRACT DISPUTES (Nov. 03)

All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute

Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,

800 Independence Ave., S.W.,

Room 323,

Washington, DC 20591

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

#### 14b. PROTEST (Nov. 03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,

800 Independence Ave., S.W.,

Room 323,

Washington, DC 20591

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**15. ANTI-KICKBACK (OCT-96):**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

**16. ASSIGNMENT OF CLAIMS (OCT-96):**

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

**17. COVENANT AGAINST CONTINGENT FEES (AUG-02):**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

**18. OFFICIALS NOT TO BENEFIT (OCT-96):**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

**19. NON-RESTORATION (OCT-96):**

It is hereby agreed between the parties, that upon termination of its occupancy (due to termination or expiration of the lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**20. EXAMINATION OF RECORDS (AUG-02):**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**21. LEASE SUCCESSION (AUG-02):** This lease supersedes Lease No.

DTFA\_\_-\_\_-L-\_\_\_\_\_ and all other previous agreements between the parties for the leased property described in this document.

22. SIGNATURE BLOCK:

IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR:

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

UNITED STATES OF AMERICA:

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

**Red Line Content: Real Estate Guidance :**  
**Section 1.3.2 : Land Off an Airport**

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION  
ADMINISTRATION**

**&nbsp;#160;**

**LAND LEASE OFF AIRPORT**

**&nbsp;#160;**

**Lease No: DTFA\_\_ - \_\_ - L - \_ \_ \_ \_ \_**

**(a) (b) (c)**

**[a=local designator, b=fiscal year, c= five digit lease #] Geographical**

**Geographical Location: (Physical location - City, State, ZIP)**

THIS LEASE is hereby entered into by (\_full name of lessor)\_\_\_\_\_ whose address is (insert complete address) hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the ~~Lessor's~~ Lessor's heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (AUG-02): ~~The~~

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, ~~viz:~~ INSERT

INSERT LEGAL DESCRIPTION OF THE PROPERTY; INCLUDE THE LEGAL DESCRIPTION OF THE CLEAR ZONES AND EASEMENTS. INCLUDE THE QUANTATIVE TOTAL ACREAGE AND BREAKOUT OF THE ACREAGE AS FOLLOWS:  
1) THE FOOTPRINT, 2) THE CLEAR ZONE AND 3) THE EASEMENTS.

A. Together with a right-of-way for ingress to and egress from the premises;(For Government-Employees, their Agents and Assigns)-a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2.- TERM (AUG-02):~~To~~

To have and to hold, for the term commencing on \_\_\_\_\_ and continuing though \_\_\_\_\_ inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

3.- RENEWAL OPTIONS (JUL-07):~~The~~

The lease may, at the option of the Government, be extended beyond \_\_\_\_\_ at the rental rate established in Clause-5- herein and upon the terms and conditions herein specified and no extension shall extend beyond \_\_\_\_\_.&nbsp;#160; The Government shall notify the lessor no later than ninety (90) days before the ~~expriation~~expiration of the lease term, of its intent to exercise the- option(s) or of its intent to vacate- the premises at the end of the lease term.&nbsp;#160; Any extension exercised by the- Government pursuant to this clause shall be subject to the ~~availability~~availability of adequate appropriations from year to year for the payment of rentals.

&nbsp;#160;4

5. DAY TO DAY LEASE~~CONSIDERATION~~ EXTENSION(COST) (AUG-02):~~The~~

The Government ~~may continue to~~shall pay the occupy~~Lessor rental for~~ the premises ~~for not to exceed in the amount of \$~~ \_\_\_\_\_ ~~days after the~~per end \_\_\_\_\_ ~~of during the~~ occupancy~~lease~~ period covered by the basic lease term and any options that have been Payments shall be made in arrears at the end exercised of In each such \_\_\_\_\_ event, without the rent shall submission accrue on a of invoices or daily vouchers. basis at the rate equal The payments shall be made to: one thirtieth (Lessor's of full the name) monthly rent and sent of to: the (Lessor's last full previously address) due monthly or directly rent, deposited until one of in accordance with the following Electronic events Funds occurs: Transfer (1EFT) the Payment \_\_\_\_\_ clause day period in this expires: lease. (2) Payments a new lease shall be considered commences paid (3) on the Government acquires day a fee simple interest in the property check is dated or an electronic or funds transfer is made.

OR

5. CONSIDERATION (4NO COST) the (AUG-02): The Government ~~vacates~~ shall pay the leased Lessor premises; ~~no~~ whichever occurs monetary consideration first. ~~in~~ The accrued rent the form of computed rental, on a daily basis shall be due and payable in arrears at the end it being mutually agreed that the rights extended to the Government herein are in consideration of each month the obligations until assumed by the amount accrued by Government in its the establishment, end operation and maintenance of the month has been fully paid facilities upon the premises hereby leased. ~~5~~

9. CONSIDERATION (COST) CANCELLATION (AUG-02): The

The Government shall pay may the Lessor terminate this rental lease, for the premises in whole or in the amount part, of if \$ \_\_\_\_\_ the per Real \_\_\_\_\_ Estate during the Contracting Officer lease (RECO) period. determines Payments shall be made that a termination is in arrears at the end of each \_\_\_\_\_ without the best submission interest of invoices or the vouchers Government. The payments RECO shall be made to: (Lessor's full name) terminate and sent by delivering to: (Lessor's full address) or the directly deposited in accordance with lessor a written notice specifying the Electronic Funds Transfer effective (EFT) date Payment clause of the termination, this The lease termination Payments notice shall be considered delivered paid only registered the mail; day a check is dated or an return receipt requested and mailed at least electronic \_\_\_\_\_ funds transfer is days before the made effective termination date.

6. PAYMENT BY ELECTRONIC FUND TRANSFER. (OCT-06):

(a) Method of payment. ~~1~~

1. &nbsp;#160; All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts. ~~2~~

2. &nbsp;#160; In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to ~~either;~~ either:

a. - Accept payment by check or ~~b~~

b. - Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause). ~~3~~

3. &nbsp;#160; In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. &nbsp;#160; &nbsp;#160; &nbsp;#160; A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change. ~~—~~

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, ~~—~~ "Central Contractor Registration - Real Property"). &nbsp;#160; &nbsp;#160; If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information ~~—~~ Non-CCR". &nbsp;#160; &nbsp;#160;

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the ~~Fedwire~~Fed wire Transfer System. The rules governing Federal payments through the ACH are contained in 31-CFR Part-210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

(1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

(i) Making a correct payment;

(ii) Paying any late payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30-days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph-(d)) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph-(d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes.&nbsp;~~#160~~; If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration- Real Property".



(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. ~~and~~ #160; This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. ~~and~~ #160; If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7A.CENTRAL CONTRACTOR REGISTRATION - REAL-PROPERTY. ~~and~~ #160;  
~~and~~ #160; (OCT-06) Note: Delete 7A, 7B, & 7C if you use 7D, "CONTRACTOR PAYMENT INFORMATION" - NON-CCR (OCT-06) ~~The~~

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract. ~~and~~ #160;  
(a) Definitions. As used in this clause for: "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government. ~~"Contractor"~~ #8221; "Contractor" is synonymous with "Lessor" for real property leases or other contracts. ~~;~~ "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. ~~;~~ "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. ~~;~~ (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern. ~~;~~ "Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

(1) ~~and~~ #160; ~~and~~ #160; A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) ~~and~~ #160; The offeror will enter, in the space provided on the clause, Contractor Identification Number; Data Number Data Universal Numbering System (DUNS) Number - Real Property; Property the offerors DUNS or DUNS+4 number that identifies the ~~offeror's~~ offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company\* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

\* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually [§ 160](#); a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) [§ 160](#); Changes—

(1) Name or Ownership Changes—

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to: [a](#)

[a](#)) Change the name in the CCR database; [b](#)

[b](#)) [§ 160](#); Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate

supplemental agreement to document the name change provided by the Contracting Officer.

—(ii)&nbsp;#160; The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

—(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR- or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification.&nbsp;#160;&nbsp;#160; Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR.&nbsp;#160; As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors- may qualify by limited exceptions to CCR waiver.&nbsp;#160; If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the- "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer.&nbsp;#160; An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause.&nbsp;#160; Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer- - Real Property". (i)&nbsp;#160; Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### 7B.CONTRACTOR IDENTIFICATION NUMBER- - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a)&nbsp;#160;&nbsp;#160;&nbsp;#160; Definitions. As used in this clause "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause); "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) ~~and~~ ~~#160;~~ ~~#160;~~ ~~#160;~~ ~~#160;~~ Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 ~~number~~ numbers below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database. ~~;~~  
DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) § 160; § 160; § 160; § 160; § 160; If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. § 160; Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property". -7C

## 7C.- CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) #160; #160; #160; #160; In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number- - Real Property".

(b) FOIA; FOIA;

\_\_\_\_\_  
Signature

Signature of

[illegible]

**7D.- CONTRACTOR PAYMENT INFORMATION-- NON-CCR (OCT-06)** Delete if you utilize CCR clauses 7A, 7B & 7C above.

(a) § 160; § 160; § 160; The Central Contractor Registration system the FAA's required method to receive vendor information. § 160; However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.-

(b) § 160; § 160; § 160; The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. § 160; Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer- - Real Property".-

8. INTEREST FOR LATE PAYMENTS (AUG-02): An

An interest penalty will be paid by the Government, if requested from the Lessor, if payment is not made within (insert days, 30, 45, 60, etc.) days of the due date. ~~Payment~~

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid (insert time frame) in arrears and will be due on (insert appropriate wording).

~~The~~

The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 shall not be paid. ~~Interest~~

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporally withheld or retained in accordance with the terms of the contract.

9. CONSIDERATION (NO DAY-TO-DAY COST) LEASE EXTENSION (AUG-02): ~~The~~

The Government shall pay may the Lessor no monetary consideration in the form of continue to occupy the premises for not to exceed rental, \_\_\_\_\_ it being mutually agreed that days after the end of the rights occupancy extended period to covered by the Government herein are in consideration of the obligations assumed basic lease term and any options that have been by exercised. the Government In such event, its the establishment, rent operation and maintenance of facilities shall accrue on a daily upon basis at the premises hereby rate equal leased. 10. CANCELLATION to (AUG one-02): The thirtieth Government may terminate this of the monthly rent lease, of in whole or in the last previously due part monthly rent, if the Real Estate Contracting Officer until one of the following events occurs: (RECO 1) determines the that \_\_\_\_\_ a termination day period is expires: in (2) the best interest a new lease of commences, (3) the Government. The RECO shall terminate by delivering to acquires a fee simple interest in the lessor property or written (4) notice the specifying Government vacates the effective leased date premises; of the termination whichever occurs first. The termination accrued notice rent computed on a daily basis shall be delivered by registered due and payable mail, in return receipt requested and mailed at least arrears at the end of each month \_\_\_\_\_ until days the before amount accrued by the effective termination end of date the month has been fully paid. ~~++~~

10. QUIET ENJOYMENT (OCT-96): ~~The~~

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the ~~Government;~~ Government's use and enjoyment of said premises against third party claims. ~~12~~

11. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02): ~~11~~

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights. ~~13~~

## 12. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):~~The~~

**The** Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.14

13. NOTICES (OCT-96): ~~All~~

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR: ~~Insert~~

***Insert*** full name and address of party authorized to receive notices/correspondence

TO GOVERNMENT:~~Insert~~

***Insert*** full name and address of FAA contracting branch-15a

**14a. CONTRACT DISPUTES (Nov. 03)** ~~All~~

All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

**(b) All Contract Disputes shall be in writing and shall be filed at the following address:**

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290,



&nbsp;#160;&nbsp;#160; Facsimile: (202) 267-3720; or

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. ~~The~~

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO. ~~15b~~

#### 14b. PROTEST (Nov. 03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
&nbsp;#160;&nbsp;#160; Federal Aviation Administration,  
&nbsp;#160;&nbsp;#160; 800 Independence Ave., S.W.,  
&nbsp;#160;&nbsp;#160; Room 323,  
&nbsp;#160;&nbsp;#160; Washington, DC 20591  
&nbsp;#160;&nbsp;#160; Telephone: (202) 267-3290,  
&nbsp;#160;&nbsp;#160; Facsimile: (202) 267-3720; or

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing. ~~The~~

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO. ~~16~~

#### 15. ANTI-KICKBACK (OCT-96): ~~The~~

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor. ~~17~~

#### 16. ASSIGNMENT OF CLAIMS (OCT-96): ~~Pursuant~~

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.~~48~~

17. COVENANT AGAINST CONTINGENT FEES (AUG-02):~~The~~

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.~~49~~

18. OFFICIALS NOT TO BENEFIT (OCT-96):~~No~~

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.~~20~~

19. NON-RESTORATION (OCT-96):~~It~~

It is hereby agreed between the parties, that upon termination of its occupancy (due to termination or expiration of the lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.~~21~~

20. EXAMINATION OF RECORDS (AUG-02):~~The~~

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the ~~Lessor's~~ Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.~~22~~

21. LEASE SUCCESSION (AUG-02): This lease supersedes Lease No. ~~DTFA~~

DTFA - \_\_\_-L-\_\_\_ and all other previous agreements between the parties for the leased property described in this document.~~23~~

22. SIGNATURE BLOCK~~(AUG-02):~~ IN

IN WITNESS WHEREOF, the parties hereto have signed their names:

&nbsp;~~160~~;

LESSOR:

\_\_\_\_\_  
(Signature) Date:\_\_\_\_\_

\_\_\_\_\_  
(Official Title)

&nbsp;~~160~~;

&nbsp;~~160~~;

UNITED STATES OF AMERICA:

\_\_\_\_\_  
Date:\_\_\_\_\_



(Signature)

(Official Title)–

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